County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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January 31, 2014

Dear Prospective Contractors and Interested Parties:

ADDENDUM NUMBER FOUR TO REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER 13-001 FOR TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) AND/OR TRANSITIONAL HOUSING PLACEMENT-PLUS-FOSTER CARE (THP+FC)

Addendum Number Four 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/or Transitional Housing Placement-Plus-Foster Care (THP+FC) Request for Statement of Qualifications (RFSQ) Number 13-001. Addendum Number Four amends the RFSQ as provided below. Changes apply only to the referenced parts, sections, and/or subsections that are amended or deleted; all other sections remain in full effect.

A prospective contractor's failure to incorporate the requirements of this Addendum Number Four may result in their Statement of Qualifications not being considered, as determined at the sole discretion of the County.

Changes made to the RFSQ are by part and section as set forth in the RFSQ.

1. RFSQ, Part A – Overview, Section 4.0 – RFSQ Timetable, Sub-section 4.1 – Initial Period for RFSQ Release and SOQ Submission is amended to read as follows:

   4.1 Initial Period for RFSQ Release and SOQ Submission

   - Release RFSQ: on or about October 17, 2013
   - Questions Due: October 28, 2013; 12:00 PM
   - Submission Deadline for Request for Solicitation Requirements Review: October 30, 2013; 12:00 PM
   - Proposers Conference: November 6, 2013
   - Questions and Answers and Response to Solicitation Requirements Review Release: on or about December 16, 2013
   - Deadline for SOQ Submission: ~~January 21~~ **March 18**, 2014; 12:00 PM
   - Anticipated Contract Start Date: on or about January 1, 2015

2. RFSQ, Part A – Overview, Section 6.0 Minimum Mandatory Requirements to Qualify as a Prospective Contractor, Sub-section 6.2 is amended to read as follows:

6.2 Prospective Contractor shall submit and maintain a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate at Transitional Housing Placement Program and to provide Transitional Housing Placement Plus – Foster Care services in Los Angeles County; the facility address on the license must be within Los Angeles County. Prospective Contractors who have begun the licensure process, but have not received the license, may submit an "Orientation/Application Process Certificate of Completion (LIC 281C)" signed by CCLD to indicate Prospective Contractor's completion of Components 1, 2 and 3 of the licensure process.

3. RFSQ, Part C – Instructions To Prospective Contractors, Section 2.0 – SOQ Package Formatting Requirements, Sub-section 2.4.3 – Section C – Required Documents and Attachments, Sub-paragraph 2.4.3.6 is amended to read as follows:

2.4.3.6 Audited Financial Statements and Single Audit Reports

Prospective Contractor shall provide copies of its most recent and complete Audited Financial Statements and Single Audit Reports available for the last two (2) years or fiscal periods with the latest not more than 18 months old at time of submission.

Prospective Contractors who do not have an Audited Financial Statement and Single Audit Report as of the March 18, 2014 SOQ Submission Deadline may submit their SOQ by the above referenced deadline, with the understanding that contracts **will not** be executed with eligible prospective contractors who have not submitted an Audited Financial Statement for their organization.

- The audited financial statements shall be prepared by an independent certified public accountant.

4. THPP Statement of Work reflecting changes from the original Statement of Work released on October 17, 2013 is attached hereto as Attachment A. Deletions are struck out and additions are underlined and highlighted.

5. THP+FC Statement of Work reflecting changes from the original Statement of Work released on October 17, 2013 is attached hereto as Attachment B. Deletions are struck out and additions are underlined and highlighted.

All other terms and conditions of the RFSQ remain unchanged.

Sincerely,

Leticia Torres-Ibarra, Division Manager
Contracts Administration Division

LTI:KAF:jt

Attachments

County of Los Angeles
Department of Children and Family Services
TRANSITIONAL HOUSING PLACEMENT PROGRAM

EXHIBIT A: STATEMENT OF WORK

~~DRAFT~~

EXHIBIT A

TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)

STATEMENT OF WORK

TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)

STATEMENT OF WORK

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STATEMENT OF WORK

PART A – PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support the achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART B – PROJECT FOUNDATION

1.0 BACKGROUND

Since 2003, the Department of Children and Family Services has identified three outcome goals (improved safety, improved permanence and a reduced reliance on out-of-home care) in order to achieve positive outcomes for children and families. On March 2, 2010, a fourth outcome goal, self-sufficiency, was adopted to recognize that the plight of transition-age youth is dire and their needs must be addressed.

The Transitional Housing Placement Program (THPP), which was created as a result of AB 1198 (Chapter 799, Statutes of 1993) and amended by AB 427 (Chapter 125, Statutes of 2001), has the primary purpose of realizing this fourth outcome on behalf of transition-age youth. The THPP was designed to provide selected independent living opportunities for eligible Participants (dependents under the supervision of child protective services, from the ages of 16 through 17) to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing and supportive services. THPP services are available Countywide and provide THPP Participants the opportunity to live in a furnished unit, with supervision and support services such as:

- Educational and transportation assistance,
- Employment assistance and goal setting,
- Life and socialization skills, health and safety training,
- Housekeeping and nutritional food preparation training,
- Food, clothing and personal care allowances,
- Money management and budget training, and
- Affordable housing

DCFS has established the following priorities for THPP Participants: (1) Safety and (2) Well-Being/Education/Workforce Readiness and Self-Sufficiency.

Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwilling or unable to meet the Participant's needs). The Performance Measure Summary and Service Tasks addressing this priority in a THPP setting are found in this SOW, Part C, Section 1.0.

Well-Being/Education/Workforce Readiness and Self Sufficiency: These priorities in this SOW refer to educational, transition preparation, medical, dental, psychological, and psychiatric well-being as well as a number of other items especially relevant to a THPP setting. The Performance Measure Summary and Service Tasks addressing this priority are found in this SOW, Part C, Section 2.0. The department envisions that youth

exiting THPP will attain a level of independence and self sufficiency to be able to exit THPP and enter a THP+FC placement, a Supervised Independent Living Placement (SILP), to live in a more independent setting of their own, remain in foster care in a less restricted placement, or to live in an independent Transitional Housing Program.

CONTRACTOR shall provide services including but not limited to, those necessary to accomplish the goals and correct any deficiencies listed in the Participant's Transitional Independent Living Plan (TILP) (Exhibit A-1).

2.0 SERVICE DELIVERY SITES

2.1 CONTRACTORS, THPP Units, and services shall be located within the eight Service Planning Areas (SPA) throughout Los Angeles County, and identified in Exhibit A, Attachment II.

2.2 CONTRACTORS shall use one or both of the following housing models for THPP:

2.2.1 Host Family Site: A placement where the THPP Participant lives with a caring adult who has been selected and approved by the CONTRACTOR serving the THPP Participant. The Participant receives provider-based supportive services and it is expected the host family will provide basic board and care for the Participant.

2.2.2 Single Site: A placement where a THPP Participant lives in an apartment, single family dwelling, or condominium rented or leased by the CONTRACTOR, in which one or more adult employees of the CONTRACTOR reside and provide supervision.

2.3 State Certified Units

2.3.1 ~~The CDSS/CCLD shall inspect and certify all Unit sites to be used for THPP Participant(s). A THPP Participant shall not occupy any Unit until certification is complete.~~ CONTRACTOR shall ensure that selected Units are in compliance with all CCLD regulations before signing rental/lease agreements.

2.3.2 CONTRACTOR shall complete and sign a Certificate of Compliance for each THPP Participant Unit, as defined in Title 22, Division 6, Chapter 7, Section 86001 (c)(2), that verifies that the Participant living unit meets the

requirements of the Health and Safety Code Section 1501(b)(5).

2.3.2.1 CONTRACTOR shall submit all Certificates of Compliance to CPM annually or upon recertification.

2.3.2.2 CONTRACTOR shall maintain copies of the Certificates of Compliance in the CONTRACTOR'S Administrative and Sub-Administrative offices, THPP Units and Staff Residential Unit. A THPP Participant shall not occupy any Unit until certification is complete.

2.3.2.3 Certificates of Compliance are non-transferrable and shall be void upon a change of location and/or when Unit is no longer being used for THPP.

2.3.3 CONTRACTOR shall notify CCLD and CPM in writing within seven (7) days when a THPP Unit is approved for use **and** when the Unit is no longer used.

~~2.3.4 CONTRACTOR shall submit all Certificates of Compliance to CPM annually or upon recertification.~~

2.3.4 CONTRACTOR shall be encouraged to do the following:

2.3.4.1 Utilize apartments where youth may continue to live following transition from foster care.

2.3.4.2 Afford youth the opportunity to keep their apartment furnishings following transition from foster care.

2.3.5 ~~The COUNTY will revisit and revise these procedures, as necessary, to accommodate changes in legislative and licensing regulations.~~ CONTRACTOR shall ensure that the Host Family home has a current certificate of approval/compliance. Further, CONTRACTOR shall maintain personnel files on all adults who live in the home, including verification that all host family adults have received First Aid and CPR training, have live scan/fingerprint and background check clearances and have received training on their roles and responsibilities and reporting requirements and emergency procedures. CONTRACTOR shall consult

with CCLD regarding the specific forms/documents that are required.

2.4 Unit Requirements

~~2.4.1 CONTRACTOR shall maintain copies of each Certificate of Compliance in the CONTRACTOR Administrative Office to be available for review/inspection by COUNTY.~~

~~2.4.2 CONTRACTOR shall maintain copies of Certificates in Sub-Administration Office(s) and/or Staff Residential Unit, if applicable, for review/inspection by COUNTY.~~

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2.4.1 CONTRACTOR shall complete a Unit Verification form, confirming that the following basic requirements for each Unit are met before a THPP Participant is placed, and maintain copies.

2.4.2 CONTRACTOR shall agree to the following requirements:

2.4.2.1 THPP foster Participants ~~may~~ shall not be placed with THPP probation Participants.

2.4.2.2 THPP Participant may share a Unit with a THP+FC Participant if they are same gender siblings or *recently* shared rooms prior to the THP+FC Participant turning 18 and remain compatible to share a Unit.

2.4.2.3 No more than three THPP Participants shall share a Unit.

2.4.2.4 No more than one Participant shall occupy a bedroom.

2.4.2.5 Each THPP Participant that shares a unit shall have sufficient designated food storage space for perishable and non-perishable food to ensure accurate monitoring of each Participant's shopping habits and adherence to their allowance.

2.4.2.6 No more than two THPP Participants shall share a refrigerator.

2.4.2.7 No more than two THPP Participants shall share a bathroom.

2.4.2.8 At the time of placement, the CONTRACTOR shall provide the THPP unit with a new set of dishware for a minimum of four people.

2.4.2.9 The same applies to glassware, permanent plastic cups, eating utensils, knives, pots and pans, dish towels, dishcloths, and oven mitten(s).

2.4.2.10 ~~More than two THPP Participants in a unit require dishware for a minimum of eight people.~~ Should two or more THPP Participants share a unit, CONTRACTOR shall provide additional dishware, utensils, glassware, etc. to accommodate eight to 12 people.

2.4.2.11 ~~CONTRACTOR shall~~ Replace damaged and/or missing kitchen items including dishes, glasses, utensils, knives, etc., within seven calendar days.

2.4.2.12 ~~CONTRACTOR shall provide a~~ Maintain an operable fire extinguisher in each THPP unit and service/replace them as necessary.

2.4.2.12.1 ~~CONTRACTOR shall~~ Provide training on the use of the fire extinguisher. Proof of training shall be filed in TPRF.

2.4.2.13 No more than two THPP Participants shall share a telephone or telephone line.

2.4.2.14 Should three THPP Participants share a unit, CONTRACTOR shall provide two refrigerators, two bathrooms, two telephones, and two telephone lines.

2.4.2.15 ~~CONTRACTOR shall~~ Provide each THPP Participant with a towel rack, soap bar dish and space for toothbrush, etc.

2.4.2.16 THPP Participant shall not share a Unit with any other individual not enrolled in THPP, except a child(ren) of the THPP Participant.

2.4.2.17 No area commonly used for other purposes shall be used as a bedroom, e.g., halls, stairways, unfinished attics or basements, living rooms, dining rooms, garages, detached buildings, or passageways to another room.

2.4.2.18 No bedroom shall be used as a general passageway to another room.

2.4.2.19 THPP Participants with infant(s)/toddler(s) shall be furnished with a bassinet(s), crib(s) or toddler bed(s), mattress, high chair, and a minimum of two sets of linens.

2.4.2.20 THPP Participants placed with their child(ren) shall have the unit equipped with safety features, including, but not limited to childproof cabinets and drawer locks, door locks and electrical outlet covers.

2.4.2.21 Bedrooms shall have drawer space for the Participant's belongings and closet space to accommodate his/her clothing and personal belongings.

2.4.2.22 Bunk beds, cots, rollaway beds or futons shall not be used by Participants or their child(ren) for beds. ~~CONTRACTOR shall ensure~~ A bed shall be provided to each THPP participant and his/her children ~~has a bed~~ that meets their needs.

2.4.2.23 If the bed is too short or not wide enough for the Participant, the CONTRACTOR shall immediately replace the bed and mattress and ensure it is appropriate for the THPP Participant(s) and his/her child(ren).

2.4.2.24 Each Participant and his/her child(ren) shall have his/her own bed/crib/bassinet and shall not share a bed/crib/bassinet.

2.4.2.25 Upon placement ~~CONTRACTOR shall provide~~ each Participant ~~and his/her child(ren)~~ shall be provided new linens and a comfortable ~~new~~ mattress and box spring in good condition.

2.4.2.26 ~~CONTRACTOR shall not provide~~ Used or second-hand linens shall not be provided for use by ~~or mattress/box spring to~~ THPP Participants or their child(ren).

2.4.2.27 A working smoke detector in the hallway and in each bedroom is required.

2.4.2.28 A working carbon monoxide detector in the hallway is required.

2.4.2.29 Make every effort to secure property locations for THPP Participants where parking for Participants is readily available and accessible. ~~CONTRACTOR shall provide parking space(s) for THPP Participants with automobiles.~~

2.4.2.30 Unit(s) shall be adequately furnished with furniture in good and safe condition based on visual and physical inspection by CONTRACTOR.

2.4.2.31 ~~CONTRACTOR shall replace~~ Furniture that is worn and no longer usable for its purpose shall be replaced.

2.4.2.32 Units shall have appropriate window treatments that provide privacy such as blinds, and/or curtains or drapes.

2.4.2.33 Units shall be ~~CONTRACTOR shall have Units~~ repainted as needed and at least once every three years.

2.4.2.34 ~~CONTRACTOR shall replace~~ Carpet shall be replaced every seven years and other flooring as needed.

2.4.2.36 Fire Clearances shall be secured and maintained as required by CONTRACTOR for each THPP Unit.

2.4.2.37 Copies of a current emergency plan specific to the THPP Unit shall be given to each THPP Participant upon placement.

2.4.2.38 THPP Participants of the opposite sex, including siblings, shall not share a unit. This excludes Participant's minor child(ren).

2.4.2.39 Prior to placement, CONTRACTOR shall make necessary specific provisions, including but not limited to, alterations to the building and grounds as required protecting and assisting the Participant, and maximizing the Participant's potential for self-sufficiency when a Participant is disabled.

2.5 Unit Locations:

2.5.1 THPP Unit(s) shall ~~not~~ be in close proximity (within 3 miles) to ~~more than a quarter mile from any~~ ~~of~~ the following: public transportation, grocery store, medical care, laundry and dry cleaning services.

2.5.2 Various employers/employment opportunities shall ~~not~~ be in close proximity (within 3 miles) ~~more than 30 minutes (one-way) travel time~~, when using public transportation to ~~from~~ all THPP Units.

2.5.3 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 THPP Participants in a single apartment complex/building or any adjacent buildings/locations, including locations where there are THP+FC, THP, THP-Plus or other transitional housing programs location without obtaining prior approval in writing from CPM.

2.5.4 CONTRACTOR shall ensure the THPP Participant's Unit site is in close proximity (within 3 miles) to the school, including post-secondary institutions, that the Participant is currently enrolled.

3.0 STAFFING RATIOS AND QUALIFICATIONS

3.1 At all times CONTRACTOR shall maintain at a minimum the following staffing ratios:

3.1.1 One **Program Director** that meets the qualifications set forth in Section 3.3.1 below;

3.1.2 One **Social Work Supervisor** that meets the qualifications set forth in Section 3.3.2 below for every eight social workers or fraction thereof;

3.1.3 One **Social Worker** that meets the qualifications set forth in Section 3.3.3 below, for every 12 THPP Participants in placement; regardless of how many programs a social worker is employed by, his/her entire caseload shall not exceed 25;

3.1.4 One **Direct Care Staff** that meets the qualifications set forth in Section 3.3.4 below, for every ten THPP Participants in placement or fraction thereof; and

3.1.5 One **Single Site Supervisor** that meets the qualifications set forth in Section 3.3.5 below, for every Single Site location utilized by the CONTRACTOR under this Contract.

3.2 All THPP personnel including but not limited to volunteers, licensee and Direct Care Staff shall be required to report suspected child abuse and neglect to COUNTY as well as CDSS/CCLD.

3.2.1 Additionally, all THPP personnel including but not limited to all volunteers, licensee and Direct Care Staff, upon employment and annually, shall sign a statement acknowledging their reporting responsibilities.

3.3 <u>Minimum Qualifications</u>

3.3.1 CONTRACTOR **Program Director (CPD)** shall possess the following minimum qualifications prior to employment:

- Master's Degree from an accredited or state-approved graduate school as defined in Section 94301 of the Education Code, in social work or social welfare, marriage, family and child counseling, counseling psychology or human service degree,

AND

- A minimum of three years documented experience in the field of child or family services, two years of which must have been in an administrative or managerial position,

OR

- Bachelor's Degree in a behavioral science from an accredited college or university,

AND

- A minimum of five years of experience in the field of child or family services two of which must have been in an administrative or managerial position.

3.3.2 CONTRACTOR **Social Work Supervisor(s)** shall possess the following minimum qualifications **prior** to employment:

3.3.2.1 Master's Degree from an accredited or State approved graduate school, as defined in Section 94301 of the Education Code, in one or more of the following areas:

a. Social work or social welfare,
b. Marriage, family and child counseling,
c. Child psychology, child development,
d. Counseling psychology, social psychology,
e. Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professions Code,
f. Education with a counseling emphasis, or Equivalent Master's Degree in human services or behavioral science degree acceptable to CDSS

AND

- At least three semester units or 100 days of internship, field practice or experience in public or private social service agency setting at the Master's Degree level,
- At least nine semester units of coursework related to children and families or 18 months experience working with teens,
- At least three semester units related to working with minority populations; six months of experience working with minority populations; or six months in-service training in working with minority populations within the first year of employment as a condition of employment,

- At least three semester units in child welfare, or two years experience in a public or private child welfare social services setting.

AND

- Three years of full-time social work or casework employment in the field of family or child welfare services.

3.3.2.2 CONTRACTOR shall ensure that if a Social Work Supervisor carries a caseload, the Social Work Supervisor shall not be located more than two hours travel time by automobile from the THPP Participant(s) in his/her caseload.

3.3.3 CONTRACTOR **Social Worker(s)** shall possess the following minimum qualifications prior to employment:

3.3.3.1 Masters Degree from an accredited or state approved graduate school, as defined in Section 94301 of the Education Code, in one of the following areas:

a. Social work or social welfare,
b. Marriage, family and child counseling,
c. Child psychology, child development,
d. Counseling psychology, social psychology,
e. Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professional Code,
f. Education with an emphasis on counseling, or equivalent Master's Degree in human services or behavioral science degree as determined by the State.

AND

- At least three semester units or 100 days of field practice or experience in a public or private social service agency setting at the Master's Degree level working with teens,
- At least nine semester units of coursework related to children and families or 18 months of experience working with children and families,

- At least three semester units in working with minority populations or six months of experience in working with minority populations or six months in-service training in working with minority populations within the first year of employment as a condition of employment, and,
- At least three semester units in child welfare, or two years of experience in a public or private child welfare social services setting.

3.3.3.2 CONTRACTOR shall ensure that Social Work staffs are located no more than two hours travel time by automobile from the THPP Participant(s) on their caseload.

3.3.3.3 CONTRACTOR shall inform CPM in writing, if CONTRACTOR received an exception from CDSS of personnel requirements.

3.3.4 CONTRACTOR **Direct Care Staff** shall possess the following minimum qualifications:

3.3.4.1 Bachelor's Degree in Sociology, Psychology or closely related field AND at least six months experience working with teens.

OR

3.3.4.2 An Associate's Degree in Psychology, Sociology, Child Development or closely related field or 60 semester units/credits with at least 15 semester units/credits in Psychology, Sociology, Child Development or closely related field **AND** two-years experience providing training, counseling, tutoring, or case management to foster or other at-risk youth.

3.3.4.3 Direct Care Staff shall be available to Participants 24 hours a day and seven days per week. COUNTY Program Manager may require CONTRACTOR to provide additional Direct Care Staff as she/he deems necessary.

3.3.5 CONTRACTOR **Single Site Supervisor** shall possess the following minimum qualification:

1) High school diploma, GED or equivalent
2) Valid driver's license and insurance
3) CPR and First Aid Training (must obtain prior to interacting with Participants)

AND

a) 21 years of age or older
b) One year full-time experience*, or its equivalent, working with the target population or age group

OR

c) Six months full-time experience*, or its equivalent, working with the target population or age group; **and**
d) Completion with a passing grade, from an accredited or approved college or university, of 15 college semester or equivalent quarter units in behavioral science, nine units of which must be in courses relating to children with behavioral problems which may be the result of abuse, neglect or emotional trauma. The courses may include, but are not limited to curriculums in Corrections, Psychology, Social Work or Social Welfare.

3.3.5.1 *Experience shall be verified as having been performed as a paid or volunteer staff person whose duties required direct supervision and care of the target population.

3.3.5.2 CONTRACTOR may submit a waiver request to the CPM to consider applicant(s) with an exception to the above requirements (a, b, c) to be employed as CONTRACTOR'S Single Site Supervisor.

3.3.6 CONTRACTOR'S **volunteer** staff shall possess all of the minimum qualifications required in this Contract appropriate to the work they perform.

3.3.6.1 Additionally all volunteers are subject to the same rules and regulations as paid staff.

3.3.7 Only employees/volunteers that have been approved by COUNTY Program Manager (CPM) and certified by CONTRACTOR shall have direct contact with THPP Participants.

3.3.7.1 CONTRACTOR shall immediately prohibit all decertified employees/volunteers that the CPM has determined inappropriate, from having further contact with THPP Participants.

3.3.7.2 Prior to any direct contact with THPP Participants, each employee/volunteer must have COUNTY approval and CONTRACTOR certification.

3.3.7.3 CONTRACTOR agrees to certify, train, and monitor staff and volunteers who will provide direct services/support to THPP Participants.

3.3.8 Certification and Training

3.3.8.1 CONTRACTOR shall certify and train all staff having direct contact with THPP Participants in compliance with CDSS Title 22 Regulations, Section 84065.

3.3.8.2 CONTRACTOR shall ensure that all THPP Direct Care staff are trained in CPR and First Aid, and shall maintain an age appropriate certification in CPR from persons qualified to provide such training.

3.3.8.2.1 CONTRACTOR shall maintain proof of successful completion (and renewal) of CPR and First Aid Training and valid Certification in staff's personnel records.

3.3.8.3 CONTRACTOR shall ensure that all THPP staff having direct contact with Participants receives on an annual basis at least 20 hours training (in addition to CPR and First Aid) in topics related to the target populations.

3.3.9 Monitoring

3.3.9.1 In the event the CONTRACTOR becomes aware of a criminal complaint filed against any employee

or volunteer or allegation of child endangerment made within the scope of their employment with the CONTRACTOR, the CONTRACTOR agrees to immediately notify the CPM.

3.3.9.2 CONTRACTOR shall prohibit employee/staff from further contact with all Participants until the CPM has conducted an investigation into the allegation(s) and/or complaint(s).

3.3.9.3 The CPM shall review the allegations and/or complaint to determine whether it would be inappropriate for the person to continue to be employed by or serve as a volunteer for the CONTRACTOR.

3.3.9.4 If the CPM determines that it is inappropriate for the person to continue to work with THPP Participants, the CONTRACTOR shall immediately preclude the employee or volunteer from having any further contact with Participants.

3.3.9.5 For each employee/volunteer, CONTRACTOR shall submit to the CPM verification of fingerprinting clearances, Child Abuse Index clearance, training certification and CONTRACTOR employee certification prior to the staff commencing work with the THPP youth.

4.0 PROGRAM MANAGEMENT REQUIREMENTS

The COUNTY shall provide a County Program Manager (CPM) as indicated in the Contract, Exhibit J, County's Administration, to coordinate the delivery of services of this Contract with the CONTRACTOR Program Director (CPD).

4.1 The CPM or designee is responsible for, but not limited to, monitoring CONTRACTOR'S day-to-day activities, providing technical assistance to ensure that CONTRACTOR satisfies the Contract requirements, and providing programmatic support to CONTRACTOR.

4.2 The CPM and/or designee(s) is not authorized to make any changes to any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

4.3 The CPM is solely responsible for referring all eligible THPP Participants to CONTRACTOR.

4.4 CONTRACTOR shall not accept any THPP Participant for placement without CPM written authorization.

5.0 COUNTY'S GENERAL RESPONSIBILITIES

5.1 A DCFS Children Social Worker (CSW) will provide the following information to CONTRACTOR following a THPP placement:

5.1.1 COUNTY CSW will provide CONTRACTOR a case plan and current Transitional Independent Living Plan (TILP) for the participant upon initial placement.

5.1.2 Any subsequent case plan or TILP updates will be completed in collaboration with the CONTRACTOR.

5.1.3 The CSW will include pertinent information received verbally and in writing from the CONTRACTOR.

5.1.4 The CSW is solely responsible for initiating and completing case plans and TILP updates.

5.1.5 The CSW will provide the CONTRACTOR a copy of the case plan and TILP updates.

5.2 COUNTY CSW at the time of placement, will provide CONTRACTOR with parental or court consent for the child's medical care, participation in recreation activities and participation in school activities. Additional consent will be obtained and provided by the CSW as needed.

5.3 COUNTY CSW will provide the CONTRACTOR an Agency Placement Agreement (Exhibit A-2) for each THPP Participant placed with CONTRACTOR.

5.3.1 CONTRACTOR shall file the Agency Placement Agreement in the THPP Participant's Record Folder within one business day of Participant's placement.

5.4 COUNTY CSW at the time of placement will provide CONTRACTOR with the participant's Medi-Cal card, Medical and Education Records or the Health and Education Passport Binder.

5.4.1 COUNTY CSW will continue to provide case management services supervision.

5.4.2 Court reports submitted to the Juvenile Court shall be completed with input from the participant and the THPP provider.

5.4.3 The CSW shall approve adult visitors (19 years and older), and provide a list to the THPP provider at the time of placement and update as required.

5.4.4 Monthly visits to the Participant by the CSW shall be on-going throughout the Participant's tenure in the THPP.

5.5 The CSW shall be responsible for transporting Participants to court when required.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 CPD shall be responsible for the operation of the THPP and for the daily oversight of the CONTRACTOR'S THPP activities. Responsibilities include but are not limited to appointing and dismissing staff, organizing and administering training for all staff. The CPD is listed in the THPP Master Contract, Exhibit B, Attachments, Attachment I.

6.2 CPD shall be responsible for ensuring that each Participant's TILP (Exhibit A-1) is followed and goals are obtained.

6.3 CONTRACTOR shall notify CPM prior to any change in CPD.

6.4 CONTRACTOR shall maintain at least monthly communication with the CSW and provide information regarding participant's progress/deficiencies and TILP goal attainment.

6.5 CONTRACTOR shall document in the TPRF all verbal and written communications with the CSW.

6.6 CPD shall maintain contact and work with the CPM as necessary to ensure the requirements of this Contract are met.

6.7 CPD or designee shall attend all THPP meetings, including participating on conference calls, and trainings convened by the COUNTY.

6.8 CPD shall be responsible for ensuring that all reports are submitted to the CPM by the due dates as referenced in Section 10.0.

6.9 CPD shall be present in the THPP facility a minimum of 20 hours per week during normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.).

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

a) Knowledge of the THPP operations
b) Training in programs provided by the THPP
c) Authority to correct deficiencies that constitute immediate threats to the health and safety of THPP Participants

6.10 CPD shall be available to CPM and Participants 24-hours a day, seven days a week.

6.11 CONTRACTOR shall provide a contact number for use after normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.), on weekends and COUNTY holidays.

6.12 CONTRACTOR shall respond within two ~~one~~ hours of being contacted by County.

6.13 CPD shall ensure the qualified Social Work personnel are available to respond to any emergency regarding a Participant, 24 hours a day and seven days a week.

6.14 CONTRACTOR Social Work Supervisor shall be responsible for, but not limited to the following:

6.14.1 Orientation and training of new Social Work personnel,
6.14.2 Review and oversight of assigned Social Work personnel to ensure compliance with applicable laws, regulations, policies and procedures.

6.15 Social Work personnel shall be responsible for, but not limited to the following:

6.15.1 Evaluation and assessment of the eligible youth for participation in the THPP program.

6.15.2 Supervision of the placement of the Participants in the THPP Unit.

6.15.3 Development and updating the needs and services plan of THPP participants.

6.15.4 Provision of support services to THPP Participants.

6.16 CONTRACTOR shall include the principles of the Child Welfare League Initiative and Positive Youth Development in their program models.

6.16.1 Participants are encouraged to visit with parents, siblings, extended family and friends to promote emotional growth and development. Family contact may be nurturing and promote positive self-esteem development in the youth. Ideally, ongoing contact will help youths to become self-sufficient and confident young adults who ultimately transition entirely from the foster care system. Family support, mentors and friends play a large part in assisting the foster youth to become a thriving and vital member of society.

6.16.2 The THPP is positive development for foster youth 16 through 17 (up to, but not including 18) years old currently supervised by the Child Welfare System. The THPP provides independent living to obtain daily living skills prior to transitioning from foster care.

6.17 CONTRACTOR shall provide the following service components in their program.

6.17.1 <u>Independent Living Program (ILP) services</u>

- Education - related costs, tuition and scholarships
- High school graduation expenses
- Work-related costs like clothing, tools, union dues, vocational and educational assessments
- Daily Life Sessions
- Financial Aid Workshops
- Computer classes
- Youth conferences
- Participation in youth events i.e. Celebration I and II
- ILP Individualized Transition Skill Program (ITSP)
- Teen Clubs Activities

- Linking all THPP Participants to his/her ILP Transition Coordinator

6.17.2 Health Care Agency

Most children in foster care are automatically eligible for free Full-Scope Medical regardless of their immigration status via AFDC-FC. Foster care youth who remain in foster care on their 18th birthday may receive Medi-Cal until their 21st birthday under the Former Foster Care Children (FFCC) program.

6.17.3 Foster Care Services

- CONTRACTOR shall provide assistance with completion of Transition Independent Living Plan (TILP)
- CONTRACTOR shall collaborate with the CSW to complete transition in TILP
- Participation in Independent Living (ILP) classes
- AB/12 EFC
- THP+FC

6.17.4 Community and Public Partners, Information and Linkage, including but not limited to

- California Youth Connection (CYC)
- Casey Family Programs (CFP)
- Casey Life Skills
- Fatherless Hotline - (1-877-716-8000)
- Foster Care Ombudsman Program
- National Center for Youth Law
- One Source California
- Orphan Foundation of America
- The Alliance for Children's Rights
- DPSS and Linkages services

6.18 CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 within 24 hours whenever a Participant is moved from one site/home to another or a child leaves the CONTRACTOR'S program.

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

6.20 CONTRACTOR shall contact Participant daily (via text, email, social media or telephone) to confirm case plan goals are being attempted and Participant is following program rules.

6.21 CONTRACTOR shall have face to face contact with Participants at least weekly.

6.22 CONTRACTOR shall introduce Participant to the website www.ilponline.org for resources and other opportunities.

6.23 CONTRACTOR shall attend Participant's 90-day Transition Conference to assist regional staff in planning Participant for transition from THPP.

6.24 CONTRACTOR shall follow any COUNTY established protocols relative to the implementation of Assembly Bill 12.

7.0 TARGET POPULATIONS

Participants in THPP are youth who meet all of the criteria as listed in sub-section 7.3 of this Section, and have been deemed eligible by the COUNTY to participate in the THPP program. The COUNTY shall refer to CONTRACTOR, eligible THPP Participants who would benefit from living in an independent living environment and receiving intensive independent living skills such as, 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 transition from foster care.

7.1 CONTRACTOR shall provide units to accommodate youth who are pregnant and/or parenting; identify as LGBTQ (Lesbian, Gay, Bisexual, Transgender and Questioning), have physical disabilities and/or managed mental health concerns.

7.2 CONTRACTOR may not discriminate against THPP participants based on race, gender, sexual orientation or disability.

7.3 Population To Be Served - Only those youth who meet all of the following criteria are eligible to participate in the County's THPP.
a) Are dependents or wards of the County Juvenile Court
b) Are age 16 through age 17 (up to, but not including age 18)
c) Reside in out-of-home placement funded through AFDC-FC
d) Participate actively in school or vocational training
e) Maintain a substance-free lifestyle
f) Eligible for participation in ILP

7.4 Youth who are placed in a group home may be given special consideration for placement as the THPP will serve as a step-down

program for these youth who may benefit from a less structured environment.

8.0 REFERRAL AND SCREENING PROCESS

The COUNTY reserves the right to change the referral and screening process based on the needs of the THPP.

8.1 Identified applicants shall be invited to interview for placement in the THPP.

8.2 The interview shall consist of the applicant, his/her CSW and the THPP Review Committee (TRC).

8.3 The TRC includes the CPM or his/her designee, CONTRACTOR and the ILP TC.

8.4 If the ILP TC cannot attend the interview, CPM may forward the applicant's eligibility documents to the ILP TC for review and input.

8.5 If the TRC determines the applicant is appropriate for participation in the THPP, CONTRACTOR shall follow the guidelines in Section 8.0.

8.6 Youth may participate in the THPP with the permission of the ILP Transition Coordinator and the CSW. Only the CSW or ILP Transition Coordinator may initiate a referral to the THPP.

8.7 Referrals are screened by the CPM or his/her designee(s). The CSW shall provide the following documents to the CPM to determine if the youth meets the eligibility criteria of the THPP:

a) THPP Application
b) Current Quarterly report from group home or letter from other placement (relative placement or foster home)
c) Current psychological evaluation, if applicable
d) Current Status Review/Court Report including the TILP, the Case Plan/Case Plan update and Needs and Services Plan
e) Copy of the Individualized Educational Plan (IEP), if applicable
f) Copy of the Participant's last report card from Participant's high school
g) Copy of the Participant's high school, college or vocational transcripts

h) A reference letter from the school counselor on school letterhead, outlining the Participant's anticipated graduation date, the number of credits earned, results of the CAHSEE (if applicable) and the number of credits and courses needed to satisfy the graduation requirements, **or** copy of the High School Diploma/GED certificate
i) A reference letter of approval by the CSW
j) Any other requested document deemed necessary to ensure a full and fair evaluation

8.8 CPM shall have the discretion to decide if all of the above documents are needed to determine eligibility.

8.9 CPM or his or her designee will assess the youth's strengths and needs by completing a THPP Background Summary (Exhibit A-33). This instrument shall be used at the initial THPP interview. The topics include but not limited to the following areas:

a) Background – delinquency history, substance abuse, and family relationship and status
b) Adjustment to Placement – Placement history, completion of chores, curfew, interaction with peers and staff
c) CSW Assessment – letter regarding the youth
d) Employment – work history
e) Visitation Plan – Parents, siblings and adult plan
f) Counseling – Behavioral health needs and status
g) Medication/Medical – Physical health needs and status
h) ILP – date of completion for ILP classes
i) Education – educational needs and status
j) Interests – hobbies, activities
k) Future plans – career goals, college, vocational training
l) Special Incidents – Conduct in placements, school and public
m) Concerns – Behavior, attitude and criminal behavior

8.10 The THPP Participant shall not be asked to change schools unless it is a continuation school. Participants are referred to the THPP agency closest to their school, or the agency that is able to meet the youth's case plan needs.

8.11 CONTRACTOR has the option to conduct a pre-placement orientation and interview with the THPP Participant and CSW. If

the Participant and CSW agree to consider placement with the CONTRACTOR, the CONTRACTOR will schedule a site visit for the Participant and the CSW prior to placement. The orientation and site visit may occur simultaneously.

8.12 Immediately after the orientation, interview and/or Unit site visit, the CONTRACTOR shall verbally notify the CPM if it is determined that a placement would be suitable for the Participant and CSW and the Participant agree with the placement.

8.13 Within five business days following verbal notification, and at least five business days prior to the date of placement, CONTRACTOR shall confirm the suitability of the placement in writing to the CPM by submitting a completed Placement Information and Authorization Form (Exhibit A-4) along with a current Certificate of Compliance, ~~proof of renter's insurance~~ and a fire clearance if the Participant and/or his/her children are non-ambulatory.

8.14 CONTRACTOR shall file the Placement Information and Authorization Form in the TPRF within one business day of receiving completed form from CPM.

8.15 CONTRACTOR shall not accept any Participant for placement without prior written authorization from the CPM. CPM shall have the sole discretion to determine if written authorization is needed prior to youth being accepted for placement. ~~If~~ CONTRACTOR's ~~accepts a placement and/or places a Participant in THPP~~ acceptance of a placement and/or placement of a Participant without prior written ~~authorization~~ approval from the CPM ~~the COUNTY may terminate this~~ shall be deemed a material breach of the Contract.

8.16 If the Participant ~~decides not to accept~~ declines placement with CONTRACTOR, CONTRACTOR shall notify the CPM (via phone call or email) within one business day and refer the Participant back to CPM.

8.17 Upon placement of each THPP Participant, CONTRACTOR shall complete and sign a Unit Verification Form, (Exhibit A-5), and complete a Furniture Inventory Form (Exhibit A-6) signed by the Participant and CONTRACTOR annotating the items that the Participant shall take with him/her upon transition. The forms shall be filed in the TPRF within one (1) business day following placement and be available upon request to the CPM.

8.18 Upon placement, CONTRACTOR shall complete a Participant Occupancy Form (Exhibit A-7) and file it in the TPRF within (1) business day following placement. The THPP Participant's Occupancy form shall be available at all times for review by COUNTY and CPM upon request and a copy must be retained by CONTRACTOR for a minimum of five (5) years from the date of the THPP Participant 's placement.

8.19 Upon placement, CONTRACTOR and THPP Participant shall sign and date an admission agreement as specified in Title 22 Section 80068 (Exhibit A-2).

8.20 Upon placement, CONTRACTOR, THPP Participant and CSW shall read the Contract Regarding Participant's and Provider's Rights and Responsibilities (Exhibit A-35). All parties shall sign and date the contract indicating agreement to their rights and responsibilities. The CONTRACTOR shall provide a copy of the contract to all parties. A copy shall be placed in the participants TPRF.

8.21 CONTRACTOR shall not accept referrals from other THPP Providers for THPP Participants.

8.22 CONTRACTOR shall not refer THPP Participants to another THPP Provider under any circumstances.

8.23 CONTRACTOR shall not accept court ordered THPP Participants who have not been properly referred and screened by the CPM and THPP Review Committee.

8.24 Only the COUNTY has the authority to approve or refer and place THPP Participants. CONTRACTOR shall obtain written approval from the CPM prior to any changes being made in the placement of a THPP Participant.

8.25 CONTRACTOR shall provide Participant with information on what to do if he/she believes he/she has been abused or mistreated (by staff, other Participants, etc.) and who to contact (CSW, law enforcement, CCLD, attorneys, CPHL, etc.) and the telephone numbers for the contact person(s).

8.26 CONTRACTOR shall ~~abide by~~ sign DCFS ~~policy regarding the release of~~ 4389 prior to receiving Participant's case records (Exhibit A-3).

9.0 SCOPE OF WORK

9.1 Orientation Procedures

9.1.1 CONTRACTOR shall, within 15 calendar days following the execution of Contract, design a written orientation plan and submit it to the CPM for approval prior to accepting a THPP placement under this Contract.

9.1.2 The orientation plan shall indicate CONTRACTOR'S specific procedures and requirements for all THPP Participants.

9.1.3 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, participation in the ILP program, and disaster/emergency plan.

9.1.4 A copy of the written orientation plan shall be available upon demand by CPM.

9.1.5 At the time of initial placement, the CONTRACTOR shall provide each THPP Participant, in the presence of the CSW, a full orientation based on its written orientation plan.

9.1.6 A written copy of the procedures, rules and regulations shall also be provided to the THPP Participant and CSW.

9.1.7 Participant shall complete, sign and date the Mandatory Orientation Checklist (Exhibit A-8) at time of initial placement. CSW shall sign and date the Mandatory Orientation checklist verifying that copies of policy/procedures were received by and explained to Participant by CONTRACTOR. Within one (1) business day following placement, CONTRACTOR shall file the original Mandatory Orientation Checklist in the Participant's THPP Record Folder and provide a copy to the Participant.

9.1.8 CONTRACTOR shall give each THPP Participant the CPM contact information, a copy of the Foster Youth Bill of Rights (Exhibit A-9) and THPP Personal Rights (Exhibit A-10),

Legal Rights of Teens in Out of Home Care (Exhibit A-32) along with Grievance/Complaint Procedures at the orientation.

9.2 Client Supervision and Monitoring

9.2.1 CONTRACTOR shall have daily contact (as described in Section 6.20) with all THPP Participants and shall have in-person/face to face contact at least weekly.

9.2.2 CONTRACTOR shall ensure all THPP Participants receive annual medical and dental examinations.

9.2.3 CONTRACTOR is responsible for transporting Participants to all initial medical/dental exams, as well as remaining at the office visit site until the Participant's exam is completed, if requested by Participant or required by doctor.

9.2.4 CONTRACTOR is responsible for ensuring that the child(ren) placed with THPP Participants receive appropriate medical (and dental, if applicable) care, including immunizations and routine examinations.

9.2.5 CONTRACTOR shall have at least monthly contact with the THPP Participant's CSW.

9.2.6 CONTRACTOR shall be available and comply with all requests from CSW to meet in person/face to face.

9.2.7 CONTRACTOR shall conduct unannounced apartment inspections and curfew checks at least monthly.

9.2.8 CONTRACTOR shall respect the Participants' right to privacy and, unless it is an emergency, shall knock and/or ring the door bell before entering any occupied THPP Unit.

9.2.9 CONTRACTOR shall ensure that all Participants without a HSD or GED be enrolled in a secondary educational institution within five business days of placement.

9.2.10 CONTRACTOR is responsible for enrolling Participants as well as dis-enrolling Participants. If a Participant is dis-enrolled from school for any reason, the CONTRACTOR is responsible for enrolling the Participant within five business days.

9.2.11 CONTRACTOR shall not request the CSW to perform any duties, including but not limited to, scheduling medical/dental

exams, transporting to exams, and/or enrolling/dis-enrolling the Participant in a secondary educational institution, that are the CONTRACTOR'S responsibility.

9.3 **Required Supplies, Costs and Services**

9.3.1 Lease/Rental Agreements and Insurance

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements, and ~~renter's insurance policies including any and~~ all payments/premiums for each Unit used for THPP Participants.

~~9.3.1.1 CONTRACTOR shall be responsible for all renters' insurance in the amounts as set forth in the body of the Contract, Section 6.0, Insurance Coverage Requirements.~~

9.3.1.1 CONTRACTOR shall reimburse THPP Participant's for any personal items stolen or damaged (by someone other than the Participant) that would normally be claimable under renter's insurance.

9.3.2 Personal Items At Placement

At time of placement, CONTRACTOR shall provide each THPP Participant with new full-size/standard size (not travel size or promotional/trial size) items listed on the Participant Inventory (Exhibit A-11). The Original Personal Item Inventory shall be placed in the THPP Participants Record Folder within one business day following placement.

9.3.2.1 Additionally, CONTRACTOR shall provide appropriate personal hygiene/grooming and first aid items for infants placed with THPP Participants.

9.3.2.2 Consideration shall be given to cultural/ethnic needs of each THPP Participant when providing personal care items.

9.3.3 Required Furniture

9.3.3.1 CONTRACTOR shall afford the youth the opportunity to keep their apartment furnishings

such as bedroom set, living room furniture and kitchen items.

9.3.3.2 THPP roommates shall divide the furnishings if more than one THPP Participant successfully completes his/her tenure in the THPP at the same time.

9.3.3.3 Upon transition from foster care, each THPP Participant shall keep his/her apartment furnishings agreed upon at orientation.

9.3.3.4 CONTRACTOR shall be responsible for replacement/repair of any furniture that is not in good and safe condition within five business days of discovery.

9.3.3.5 Furniture that poses a safety hazard for the Participant and/or Participant's child(ren) shall be repaired/replaced immediately.

9.3.3.6 CONTRACTOR shall ensure that major appliances (refrigerators, stoves, ovens, heating/air conditioning units, etc.) are replaced or repaired within 48 hours of discovery.

9.3.3.7 Appliances that pose a safety/fire hazard for the Participant and/or Participant's child(ren) shall be replaced and/or repaired immediately.

9.3.4 Food

9.3.4.1 CONTRACTOR shall provide a monthly food allowance to ensure that the THPP Participant has adequate and nutritious food, including, but not limited to, fresh meats, fish, fresh fruits and vegetables.

9.3.4.2 Upon placement, CONTRACTOR shall supply Participant a variety of nutritious food and beverages to ensure the Participant and his/her child(ren), if applicable, can prepare at least three balanced meals and two-three snacks a day in accordance with California Code of Regulations, Title 22, Section 80076, for at least seven calendar days.

9.3.4.3 However, following placement, Participant shall be solely responsible for purchasing his/her own food and beverages, using his/her monthly allowance.

9.3.4.4 ~~In situations where the Participant does not have sufficient food and/or beverages,~~ CONTRACTOR shall provide supplemental allowance and/or food and/or beverages to meet the regulations as stated above in situations where the Participant does not have sufficient food and/or beverages.

9.3.5 Clothing

CONTRACTOR shall ensure that upon placement of a THPP Participant, the Participant and his/her child(ren) if applicable, has or shall be provided ~~with~~ at a minimum, the age appropriate items listed on the Participant Inventory (Exhibit A-11) or DCFS 2281 (Exhibit A-11a).

9.3.5.1 The Participant Inventory shall be filed in the TPRF within one business day following Placement.

9.3.6 Responsibility for Utility Costs

CONTRACTOR shall be responsible for connecting, maintaining and ~~payment~~ paying of all related costs/bills for all utilities for each THPP Unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit.

9.3.7 Telephone/Communications

9.3.7.1 CONTRACTOR shall supply and maintain a minimum of one telephone, and one telephone line, for each Unit and pay for a communications package including telephone service, unlimited nationwide long distance and internet service at all times.

9.3.7.2 ~~However,~~ No more than two THPP Participants shall share a telephone or telephone line.

9.3.7.3 Each telephone line must be equipped with voice mail or an answering machine so the Participant can receive messages.

9.3.7.4 CONTRACTOR shall restrict all telephone services, such as *69, 900 calling and receiving collect calls, where there are additional fees for usage.

9.3.7.5 The THPP Participant is responsible for any costs above the communications package costs.

9.3.7.6 CONTRACTOR must include Internet service as Participants need access to the internet to do homework, job searches, etc. Age appropriate filters and blocks must be installed for all THPP Participants.

9.3.7.7 CONTRACTOR shall ensure that the communications package service is readily accessible to the Participant in the THPP Unit.

9.3.8 Health Related Services/Emergency Medical Care

9.3.8.1 CONTRACTOR shall ensure that THPP Participants receive all necessary first aid, medical, dental, vision and mental health care, and related services.

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

9.3.8.2 CONTRACTOR shall ensure that THPP employees responsible for providing direct care and supervision of all Participants receive training in CPR and First Aid, and maintain an age appropriate certification in CPR from persons qualified to provide such training.

9.3.8.3 CONTRACTOR shall ensure that THPP Participants with their child(ren) residing with them receive training in First Aid and age appropriate CPR from persons qualified to provide such training.

9.3.8.4 CONTRACTOR shall maintain proof of successful completion of training and current certification shall be maintained in the personnel records and TPRF.

9.3.8.5 CONTRACTOR shall ensure that the THPP Participant's physician has stated in writing that the THPP Participant is able to determine and administer his/her own prescription or nonprescription PRN (i.e., take as needed) medication, before allowing THPP Participant to administer medication(s).

9.3.8.6 CONTRACTOR shall ensure that first aid supplies in accordance with Title 22, Division 6, Chapter 7, Section 86075 (d)(1) are maintained in each THPP Participant Unit and Staff Residential Unit.

9.3.8.7 Supplies shall include at least the following:

- Current edition of a first aid manual approved by the American Red Cross, the American Medical Association or a state or federal health agency
- Sterile first aid dressings
- Bandages or roller bandages
- Adhesive tape
- Scissors
- Tweezers
- Thermometers
- Antiseptic Solution

9.3.8.8 In the event a THPP Participant and/or his/her child(ren), if applicable, requires emergency medical treatment, the CONTRACTOR shall be responsible for providing the THPP Participant (and child(ren) if applicable) transportation.

9.3.8.9 When transporting Participants, CONTRACTOR shall ensure the Participant and his/her children are secured in a safety restraint system in accordance with Vehicle Code Sections 27315(e) and 27360(a).

9.3.9 Monthly Bus Pass

9.3.9.1 CONTRACTOR shall provide each THPP Participant with sufficient funds to purchase a monthly bus pass or joint bus pass to ensure the Participant has access to his/her educational and employment/career/vocational facilities/location(s).

9.3.9.2 If a THPP Participant receives a monthly bus pass from his/her CSW, the CONTRACTOR shall deposit all funds designated for "bus pass" on the Monthly Allowance Log to the Participant's savings account.

9.3.9.3 As necessary, CONTRACTOR shall provide Participant the appropriate Student Bus Pass application along with any application and/or required photo fee(s).

9.3.9.4 If the Participant owns an automobile, the designated funds may be provided to him/her for transportation expenses or he/she may opt to have them deposited in his/her savings account.

9.3.10 Monthly Monetary Allowance

The COUNTY reserves the right to increase and/or decrease allowance amounts and to add or delete allowance categories.

9.3.10.1 CONTRACTOR shall provide and issue a monthly monetary allowance in the amount of $660.00 to each THPP Participant for (1) food - $200, (2) laundry/dry-cleaning - $30, (3) toiletries - $15, (4) clothing - $50, (5) cleaning supplies - $15, (6) bus pass - $30, (7) recreation - $50, (8) savings - $240, and (9) miscellaneous items - $30. The minimum amounts for each category are also listed on the Monthly Allowance Log (Exhibit A-13).

9.3.10.2 CONTRACTOR shall prorate all monthly monetary allowances listed in the Monthly Allowance Log (Exhibit A-13) for Participants served less than a full month. The pro rata payment will be calculated by multiplying the monthly allowance by a fraction, where the number of days the Participant was actually

served is the numerator and the number of days in the month is the denominator.

9.3.10.3 Each Participant's allowance will begin to accumulate from date of entry.

9.3.10.4 CONTRACTOR shall maintain sufficient documentation to support the formula used to allocate monthly allowance for each Participant, such as recording dates of entry and exit.

9.3.10.5 Fines charged to the THPP Participant, if any, shall be recorded on the Monthly Allowance Log and the Monthly Fines Log (Exhibit A-12) including the instance of occurrence (such as 1st instance), a description of the finable offense and the amount of the fine.

9.3.10.6 CONTRACTOR shall keep a separate and cumulative record of all fines collected on the Monthly Fines Log (Exhibit A-12).

9.3.10.6.1 The record shall include, but not limited to, the name of the participant, a description of the offense, the instance of the offense, the date of the offense and the date and amount of fine(s) collected.

9.3.10.6.2 Fines are limited to telephone costs above the communications package service costs and destruction of property in the THPP unit.

9.3.10.6.3 A large bill shall be deducted from the THPP allowance gradually and not all at once.

9.3.10.7 CONTRACTOR shall complete, with Participant, a Monthly Allowance Log for each Participant and file it in the TPRF by the first business day of the following month.

9.3.10.7.1 Each THPP Participant must date and sign the Monthly Allowance Log each month acknowledging the amount

received. A copy shall be sent to the CPM each month by the 15th of the following month.

9.3.10.8 CONTRACTOR shall issue Participant's monthly allowance by the 2nd and 17th of each month. In the event these days fall on a weekend of holiday, CONTRACTOR shall provide allowance on the prior business day.

9.3.10.9 CONTRACTOR shall issue each Participant's allowance directly to Participant in cash or provide in the form of a check. Bank accounts for Participants are to be insured by the Federal Deposit Insurance Corporation (FDIC).

9.3.10.10 CONTRACTOR shall ensure that the savings account of the Participant's choice is an interest bearing account.

9.3.10.11 Upon exiting the program, the CONTRACTOR shall provide to the Participant, as soon as possible and within 30 days, all actual interest earned from the savings account, including an ending statement which details all interest earned.

9.3.10.12 CONTRACTOR must provide a Monthly Savings Ledger (Exhibit A-13a) for each THPP Participant to CPM each month by the 15th of the following month.

9.3.10.13 CONTRACTOR shall assist each THPP Participant in establishing an interest bearing savings account at a FDIC insured institution of the Participant's choice.

9.3.10.14 Except for monthly pre-paid telephone cards or pre-paid telephone calling plans, CONTRACTOR shall not under any circumstances substitute non-monetary allowance items as replacements for monetary allowances due to the Participant. Such non-monetary items include but are not limited to, pre-paid food cards, gift certificates, money orders, food/clothing vouchers, retail gift cards and retail gift certificate or vouchers.

9.3.10.14.1 Non-compliance by CONTRACTOR with this provision shall be considered a material breach of this Contract.

9.3.10.15 CONTRACTOR shall require THPP Participants to provide receipts for food, clothing, toiletries and cleaning supplies purchased~~s~~ ~~made~~ with their allowance. ~~for all items listed on the Monthly Allowance Log.~~

9.3.10.15.1 In addition, each Participant shall remit the amount of any costs above the communications package service costs.

9.3.10.15.2 A copy of each month's receipt for the communications package bill, signed by the CONTRACTOR, shall be placed in the THPP Participant Record Folder.

9.3.10.16 CONTRACTOR shall review and sign all receipts. In the event a Participant purchases disallowed items and/or does not provide all necessary receipts, CONTRACTOR shall ~~complete a Special Incident Report and schedule a stabilization meeting for the Participant~~. conference with the youth. In subsequent instances where the Participant fails to abide by these requirements, the Contractor shall convene another conference and include the Participant's CSW. If this becomes a frequent and ongoing issue for the Participant, CONTRACTOR shall complete a Special Incident Report and schedule a stabilization meeting for the Participant.

9.3.10.16.1 CONTRACTOR may reduce the Participant's allowance up to $50 per month each month that the Participant is out of compliance with Section 9.3.10.16. All monies deducted must be added to the Participant's savings account.

9.3.10.17 CONTRACTOR shall notify CSW and CPM of meeting and provide an opportunity for them to attend.

9.3.10.18 CONTRACTOR shall not require Participant to use his/her allowance to purchase or pay for items that CONTRACTOR is responsible to provide except for any costs above the provided communications package costs.

9.3.11 Recreation

9.3.11.1 CONTRACTOR shall ensure that each THPP Participant has resources, such as information on free community events of interest to the Participant and the opportunity for regular leisure time, rest/exercise, and informal daily recreational activities, such as appropriate reading material, games, television (with basic cable or a digital antennae), radio, and VCR/DVD, etc.

9.3.11.2 CONTRACTOR shall schedule regular recreational activities ~~provide Participant, including transportation and admission, with at least monthly activities~~ such as outings to the park, beach, movies, sporting events, concerts, cultural events, community events, and etc. at least monthly ~~other forms of recreation~~.

9.3.11.3 CONTRACTOR shall also keep a separate and cumulative record of all recreational activities provided. The record shall include, but not be limited to, the name of the Participant, a description of the activity, the date of the activity and the amount CONTRACTOR provided for admission. This log should be made available to CPM upon request.

9.3.12 Transportation

CONTRACTOR shall be responsible for transportation to mandatory DCFS events. When transporting Participants, CONTRACTOR shall ensure that Participants and his/her child(ren) are secured in a safety restraint system in accordance with Vehicle Code Section 27315(e) and 27360(a).

9.3.13 Housing

9.3.13.1 CONTRACTOR shall work diligently with CSW and ensure that each THPP Participant has secured affordable housing prior to transition from foster care in accordance with Participant's TILP.

9.3.13.1.1 For each subsequent year, the number of Participants transitioning to affordable housing shall be 10 percent higher than the previous year.

9.3.13.2 CONTRACTOR shall work diligently with CSW and THPP Participants to ensure that Participants have the opportunity to transition to a Supervised Independent Living Placement (SILP) upon completion of THPP.

9.3.13.2.1 For each subsequent year, the number of Participants transitioning to SILP shall be 10 percent higher than the previous year.

9.3.13.3 CONTRACTOR shall provide the opportunity for THPP Participants to transition in place and remain in their current apartments upon completion of THPP.

9.3.13.3.1 For each subsequent year, the number of Participants transitioning in place shall be 10 percent higher than the previous year.

9.3.14 Dating

Dating is allowed as long as it doesn't interfere with program compliance and the program rules and regulations.

9.3.15 Pregnancy and Parenting

9.3.15.1 CONTRACTOR shall not terminate Participants from THPP solely based on being pregnant and/or parenting.

9.3.15.2 CONTRACTOR shall make all reasonable efforts to retain pregnant and/or parenting Participants in the THPP.

9.3.15.3 Expectant and parenting Participants shall be provided services that are specifically targeted at supporting, maintaining, and developing both the parent-child bond and the Participant's ability to provide a permanent and safe home for their child(ren).

9.3.15.4 Participants have the right to make their own decisions regarding family planning and child rearing options.

9.3.15.5 CONTRACTOR shall not impose personal opinions, values or biases regarding family planning and child rearing options upon Participants.

9.3.15.6 CONTRACTOR shall use DCFS' Procedural Guide 0600-507.10, *Foster Youth Reproductive Health and Pregnancy* (Exhibit A-37) as a guide when working with expectant and/or parenting Participants.

9.3.15.7 Parenting Participants, regardless of the dependency status of his/her child, may be eligible for a monthly infant supplement payment (for each child) to assist the CONTRACTOR and Participant in providing supervision and basic needs for the Participant's child(ren).

9.3.15.8 Each month, the CONTRACTOR shall provide the Participant at least ~~40~~ 75 percent of the infant supplement payment to help pay for basic needs, such as formula, food, medicine, clothing, and diapers, etc.

9.3.15.9 CONTRACTOR shall be responsible for providing and ensuring the basic needs of the Participant's child(ren) are met.

9.3.15.9.1 CONTRACTOR shall assist the Participant with obtaining basic needs

for his/her child(ren) if the infant supplement is insufficient.

9.3.15.10 CONTRACTOR shall provide parenting training to all Participants who are parents.

9.3.15.11 CONTRACTOR shall ensure that all parenting Participants receive age appropriate First Aid and CPR training.

9.3.15.12 CONTRACTOR shall provide and install all safety items to childproof the Units for all parenting Participants.

9.3.15.13 CONTRACTOR shall encourage, support and allow the non-custodial parent to visit (as appropriate) with his/her child(ren) in his/her THPP Unit without an adult being present (as appropriate) as long as doing so does not violate court visitation orders.

9.3.15.14 Prior to placement, CONTRACTOR shall make necessary specific provisions, including, but not limited to, alterations to the building and grounds as required to provide protection and assistance and maximize the Participant's potential for self-sufficiency when a Participant and/or Participant's child(ren) is disabled.

9.3.15.15 CONTRACTOR shall provide a new, safe and sturdy bassinet, crib or toddler bed for the Participant's child(ren).

9.3.15.15.1 Crib mattresses shall be clean, comfortable and fit properly in the crib.

9.3.15.15.2 Tiered or stacked cribs and daybeds are not permitted.

9.3.15.15.3 Crib slats shall not pose the danger of an infant/child being trapped and an appropriate bed shall be provided for infants who can climb out of the crib.

9.3.15.15.4 Non-custodial parents shall be responsible for providing the bassinet,

crib or bed if overnight visits are requested.

9.4 **Required Training**

9.4.1 CONTRACTOR shall provide to THPP Participant ongoing training in the areas described in this Section 9.4.

9.4.1.1 CONTRACTOR shall provide not less than a 60-minute training session on any four subjects described in this Section each month for a minimum of 240 minutes of training conducted each month.

9.4.1.2 However, all aspects of any one subject need not be covered in a single training session.

9.4.1.3 All training shall be documented in the Participant Monthly Survey (Exhibit A-21), and attached to the Agency Monthly Report (Exhibit A-27) submitted by the CONTRACTOR.

9.4.2 Training sessions shall be rotated so that all subjects are covered in any 12-month period.

9.4.2.1 Training curricula/lesson plans must be in writing, must be standardized for all Participants, and must be available for audit and inspection by the COUNTY and CPM upon request.

9.4.2.2 However, the actual training conducted may be verbal and shall be conducted by Direct Care staff, Social Work staff, and/or knowledgeable members in the community, such as but not limited to local legal aid organizations, Housing Authority, or financial institution staff, appropriate to the subject matter.

9.4.3 CONTRACTOR shall provide each THPP Participant written instructions/information for each training session, and CONTRACTOR shall also include “hands-on”, practical training (i.e. opening a bank account).

9.4.4 CONTRACTOR shall provide additional monthly training/support for Participants that are deficient in any

areas identified by the CWS, THPP Review Committee, CPM and/or THPP Participant.

9.4.5 CONTRACTOR is responsible for ensuring the Participant achieves the goals in the TILP.

9.4.6 Additional training shall ensure the Participant is no longer deficient in these areas. The training received shall be filed in the TPRF.

9.4.7 CONTRACTOR shall provide each THPP Participant with a 5-inch, 3-ring binder with tab dividers to categorize written training instructions/information.

9.4.8 CONTRACTOR must also keep records on who administered the training, credentials (if appropriate), length of training, date of training, and verification of attendance (attendance roster) and place this information in each THPP Participant's TPRF.

9.4.9 Money Management/Financial Literacy Skills Training

9.4.9.1 Training shall include, but is not limited to, the following topics: (1) Credit: what it is, how to get it, how to keep it, how to get a credit report, etc.; (2) consumer information; (3) budgeting; (4) entertainment costs; (5) consumer fraud and scams, (6) income taxes, including information on the Earned Income Tax Credit (EITC); (7) financing items, loans and computing interest; (8) educational/vocational loans and grants; (9) life/health insurance and retirement funds and information about purchasing U.S. savings bonds; (10) property rental; (11) purchasing property; and (12) purchasing an automobile.

9.4.9.2 CONTRACTOR shall develop a training ~~and maintain an in-house banking system~~ designed to provide THPP Participant with "hands-on" experience in managing checking/savings accounts, budgeting time and money, and how to make timely payments of financial obligations.

~~9.4.9.2.1 The system shall include simulated checks and a ledger to train THPP Participant how to budget for living~~

~~expenses such as rent, utility bills, household maintenance expenses, etc.~~

9.4.9.3 CONTRACTOR shall provide each Participant a copy of the monthly utility bills associated with their Unit, and use the copies as a training tool to enhance the Participant's understanding of what will be expected of them upon transition from foster care, and to understand the importance and benefits of energy conservation.

9.4.9.3.1 Under no circumstances are Participants expected to pay for utilities, except for costs above the communications package service costs associated with their Unit.

9.4.9.3.2 In housing models where there is only one utility meter, CONTRACTOR may use the combined bill or other bills as part of this training.

9.4.9.4 CONTRACTOR shall refer Participants to the California Department of Consumer Affairs and other free/affordable resources to assist with identity theft, credit repair and/or other issues related to their credit history.

9.4.10 Checking and Savings Accounts

9.4.10.1 CONTRACTOR shall include the nature and types of checking and savings accounts and their benefits, assessing fees for services, and assisting the Participant in actually establishing and managing a savings account(s) at a FDIC insured institution of the Participant's choice.

9.4.10.2 If a Participant requests, CONTRACTOR shall also assist the Participant in establishing a checking account at a FDIC insured institution of the Participant's choice.

9.4.10.3 CONTRACTOR shall assist Participant in establishing a savings account, at a FDIC insured institution of the Participant's choice, for the sole purpose of saving for transition from foster care.

Withdrawals made from this account shall have written approval of the Participant's CSW.

9.4.10.3.1 CONTRACTOR shall encourage Participant to save at least thirty percent (30%) of his/her earnings in this account.

9.4.11 Maintenance of Personal Items

Training shall include how to launder and replace towels, sheets, blankets and bedspreads; how to replace, launder, mend, and dry-clean clothing; and how to effectively manage and replace personal care items such as toothbrush, soap, shampoo, and other items needed for grooming and/or personal hygiene.

9.4.12 Nutrition and Food Management, Storage, and Preparation

9.4.12.1 Training shall include at minimum, proper nutrition, a balanced diet, shopping for food, handling and preparing food for a nutritious and appetizing meal, and health and safety regulations for food storage and preparation, comparison shopping and using coupons.

9.4.12.2 If at any time a Participant and/or his/her child(ren) requires a special diet, the CONTRACTOR shall provide training on preparing meals that meet the Participant's or children special dietary needs.

9.4.13 Unit Upkeep and Maintenance

9.4.13.1 Training shall include information as well as "hands-on" experience on how to properly maintain the Participant's Unit in a safe, and clean condition addressing such tasks as sweeping, mopping, dusting, window cleaning, furniture maintenance, proper maintenance of bathroom and kitchen, and how to safely and effectively use various household cleaners and chemicals.

9.4.13.2 CONTRACTOR shall provide disaster/emergency preparedness training to prepare Participant in case of earthquakes, fire, floods, or other disaster.

9.4.13.3 Participant shall be required to perform all routine chores of maintaining their Unit and will be monitored for compliance by CONTRACTOR.

9.4.14 Legal Rights and Community Resources

Participant shall be informed on his/her legal rights and responsibilities and the community resources that are available. Topics to be explored will include how to search for an apartment, the landlord/tenant relationship, privacy rights, college and dormitory living, fair housing laws, completing a rental application, legal contracts, health and life insurance and their costs and benefits, and community resources, including social services agencies and the services they provide, legal aid resources, and other available community resources.

9.4.15 Education and Career Development

9.4.15.1 CONTRACTOR shall allow the Participant access to existing information regarding available vocational and postsecondary educational options, including, but not limited to, the following:

a) Admission criteria for universities, community colleges, trade or vocational schools and financial aid information for these schools;
b) Informational brochures on postsecondary or vocational schools/programs;
c) Campus tours;
d) Internet research on postsecondary or vocational schools/programs, sources of financial aid, independent living skills program offerings, and other local resources to assist youth;
e) School sponsored events promoting postsecondary or vocational school/programs; and
f) Financial aid information, including information about federal, state and school-specific aid, state and school-specific scholarships, grants and loans, as well as aid available specifically to current or former foster youth and contact information for the Student Aid Commission.

9.4.16 Employment

9.4.16.1 CONTRACTOR shall provide THPP Participant with the skills and experiences to enable him/her to obtain and maintain employment.

9.4.16.2 CONTRACTOR shall encourage Participant to obtain part-time employment, with the approval of the CSW.

9.4.16.3 CONTRACTOR shall provide training, information and experiences related to all aspects of employment and assist each Participant to register at the Workforce Investment Act Centers or One Stop Centers or any department sponsored employment initiatives or programs.

9.4.16.4 Training shall include but not be limited to the following: job search methods; interview techniques; dressing for an interview; job retention strategies, time management, prioritizing responsibilities; information on various jobs, their descriptions and requirements; career assessments and information on services available at the local One-Stop Career Center (One-Stop) and CalJobs.

9.4.16.5 Hands-on training shall include but not be limited to the following: completing a master application, writing/updating a resume, writing a cover letter, participating in mock interviews, and researching a career/vocation that interests Participant and visiting the local One-Stop or Work Source Center.

9.4.16.6 With the approval of the CSW, CONTRACTOR shall support Participant in finding part-time employment or apprentice programs.

9.4.16.7 CONTRACTOR shall contact the DCFS Employment Coordinator at (213) 351-0100 when seeking employment for THPP Participant.

9.4.17 Transportation Training/Automotive Maintenance

Training shall include exploring private and public transportation systems and alternatives. Training topics shall include, but are not limited to: (1) obtaining bus tokens, passes, routing discounts; (2) obtaining a driver's license; (3)

purchasing and maintaining new and used cars; (4) obtaining registration/tags and licenses for a car; (5) purchasing car insurance; (6) selling a car, and (7) using light rail, subway, and bus systems throughout Los Angeles County.

9.4.18 Medical and Dental Care Training

Training shall include how to receive adequate medical care while participating in the THPP program and after transition. The training shall include, but not be limited to, the following topics:

9.4.18.1 Medi-Cal Card
How to use Medi-Cal including, reactivation and obtaining affordable medical insurance after transition from care.

9.4.18.2 Routine Medical Care
How to access medical care to meet Participant's needs, including identifying a California Children's Health and Disability Prevention (CHDP) program provider/doctor or a doctor who provides CHDP equivalent exams and follow through.

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

9.4.18.3.1 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 TPRF.

9.4.18.3.2 For all life-threatening emergencies, the Participants shall be instructed to call 911.

9.4.18.3.3 If the emergency is not life-threatening and occurs before or after regular business hours, Participant shall be

informed to call the Child Protection Hotline (1-800-540-4000).

9.4.18.4 Dental Care/Oral Hygiene Training
Training shall include proper dental and orthodontia care, oral hygiene, how to find a dentist or orthodontist, and how to contact a dentist or orthodontist for routine or emergency dental or orthodontia care.

9.4.18.5 Vision
Training shall include proper eye care, including when to contact an optometrist for routine or emergency care.

9.4.18.6 Mental Health
Training shall include understanding mental health concerns, available treatments (i.e. counseling, medication, etc.), how to find a mental health practitioner and how to contact a mental health provider for routine or emergency care.

9.4.18.7 Drug and Alcohol Abuse Awareness and Prevention
Training shall include understanding and recognizing the signs of drug (i.e. illicit, prescription, sniffing, etc.) and alcohol abuse, how to prevent drug and alcohol abuse and how to seek treatment. Training shall also cover available treatment modalities.

9.4.18.8 Safe Sex and Reproductive Health
Training shall cover conventional methods of protection during sexual intercourse, family planning, available resources and how to access services. CONTRACTOR shall use DCFS' Procedural Guide 0600-507.10, *Foster Youth Reproductive Health and Pregnancy* (Exhibit A-37) as a guide.

9.4.18.9 Minor Health Problems Training
Training shall review how to address minor health problems. Training shall include, but not be limited to the following: (1) minor physical aches, pains, and illnesses, (2) colds, (3) fevers, and (4) pre-existing conditions not requiring a physician.

This training shall not take the place of medical care and the Participant shall be instructed to seek medical care when in doubt as to the health problem or illness.

9.4.19 Socialization Skills and Self-Esteem
Training shall include, but not be limited to, socially acceptable behavior and strategies, and social etiquette for interfacing with the landlord, school counselors, teachers, retailers, and the general public.

9.4.19.1 Training shall also include exploring methods to develop self-esteem and cultural awareness, including the development of Participant's skills, talents and knowledge of his/her ancestry.

9.4.20 Permanent Adult Connection
CONTRACTOR shall assist Participants in identifying permanent adult connections (PAC) and encourage ongoing contact between Participant and his/her PAC. If the Participant cannot identify a PAC, CONTRACTOR shall connect Participant with a mentoring program.

9.4.21 Goal Setting Training
Training shall be provided on goal setting and developing objectives to achieve goals that are appropriate to the developmental level of the Participant. Participant shall be encouraged to set goals in such areas as education, career/vocational, and in their personal and social life.

9.4.22 Housing

Training shall include, but not be limited to the following: (1) how to complete a rental application; (2) the importance of good credit, (3) how and when to contact the Los Angeles Housing Authority; (4) Section 8 housing; (5) areas with rent control; (6) how to be a good tenant; (7) your rights as a tenant; (8) local and Federal programs and subsidies to purchase housing; and (9) homeless assistance and programs; (10) transitional housing, and (11) SILPs.

9.4.23 Prior to transition from foster care, CONTRACTOR shall work with the CSW to ensure that Participant has secured stable housing.

10.0 REPORTING REQUIREMENTS

10.1 COUNTY reserves the right to change, modify, alter, revise, and create any and all reports at any time during the contract. Further, though some reports are not required on a monthly basis, CPM reserves the right to change, modify, alter, revise and/or create new submission guidelines and due date conditions at any time during the contract.

10.2 All reports/documents (Attachment IV) are to be mailed to the CPM. CONTRACTOR shall plan accordingly to ensure that CPM receives them by their designated due date. All documents, except those pertaining to entry and exit, are due by the 15th of each month, unless otherwise noted.

10.3 Periodically, CPM or designee may request a document via email or fax and CONTRACTOR shall comply accordingly. All submitted documents must have the appropriate signatures (i.e. youth, agency staff, etc.) and incomplete documents (e.g. missing pages, signatures and/or information) will not be accepted.

10.4 Each Participant must have individual reports, including monthly allowance logs and savings ledgers. Additionally, the savings ledgers must reflect the deposit for the reporting month and the deposits and interest earned for each preceding month.

10.5 **Progress Reports**

10.5.1 Initial Progress Report on Participant

CONTRACTOR shall complete an Initial Progress Report (Exhibit A-20) for each Participant in its care within 30 days of the move-in date. The report must be submitted to the CPM and CSW no later than 45 calendar days from initial placement. A copy shall also be filed in the THPP Participant's TPRF no later than 45 calendar days from initial placement. All reports are to be mailed to the CPM and CSW.

10.5.2 Updated Progress Report on Participant

CONTRACTOR shall complete an Updated Progress Report (Exhibit A-20) for each Participant in its care at the request of the CSW during any given month. The report shall be completed and submitted to the CPM and CSW within five business days of the request. The report shall also be filed in

the THPP Participant's TPRF within five business days of the request. All reports are to be mailed to the CPM.

10.5.2.1 For youth 17.5 and older, the CONTRACTOR shall automatically complete and submit by the 15th of each month an Updated Progress Report (excluding months where a Quarterly Progress Report is due) and list the efforts made each month to assist the youth to transition from the foster care placement.

10.6 Monthly Reports

10.6.1 Agency Monthly Report

CONTRACTOR shall complete an Agency Monthly Report (Exhibit A-27) for each month that there are Participants in its program. The report shall have the following documents attached:

- Monthly Fines Log (Exhibit A-12)
- Monthly Allowance Log (Exhibit A-13)
- Monthly Savings Ledger (Exhibit A-13a)
- Participant's Monthly Surveys (Exhibit A-21)
- Declaration of Compliance (A-22)
- Certified Employee/Volunteers Report (A-23)
- Decertification Report (A-24), if applicable

The report shall be mailed to the CPM by the 15th of each month.

10.6.2 Monthly Surveys for Each Youth

CONTRACTOR shall attach to the Agency Monthly Report, the Participant's Monthly Surveys (Exhibit A-21) completed by each THPP Participant. The report shall be completed at the beginning of each month for the previous month and must be submitted to the CPM and CSW on or before the 15th day of each month. Participant's Monthly Surveys shall be filed in the TPRF within one business day following completion. In the event COUNTY automates this survey, CONTRACTOR shall ensure that Participants have online access to complete it.

10.6.3 Monthly Allowance Log and Savings Ledger

10.6.3.1 CONTRACTOR shall complete and submit to the CPM a copy of the Monthly Allowance Log along with copies of receipts. The log shall be sent to the CPM and the CSW by the 15th of the following month. The original completed Monthly Allowance Log signed by CONTRACTOR and Participant shall be filed in the TPRF by the first business day of the following month and a copy given to the Participant.

10.6.3.2 CONTRACTOR shall attach and include a copy of each Participant's Savings Ledger, detailing the monthly record and total amounts deposited and saved since the first day of placement.

10.6.3.3 CONTRACTOR shall provide a Monthly Savings Ledger (Exhibit A-13a) for each THPP Participant to CPM each month by the 15th of the following month.

10.6.4 Employee/Volunteer Training

10.6.4.1 CONTRACTOR shall complete and submit to the CPM by the 15th of each month a Declaration of Compliance form (Exhibit A-22) each month for each Social Work and Direct Care Staff member, which shall describe all training, if any, completed by the employee during the previous month and include the employee's signature agreeing to comply with all regulations, which apply to this Contract. The Declaration of Compliance must be signed and dated by the CONTRACTOR and employee.

10.6.4.2 Each originally signed Declaration of Compliance form shall be maintained in the CONTRACTOR's personnel records and filed within one business day following completion and shall be available for COUNTY review at all times.

10.6.4.3 All THPP personnel shall receive training that includes, but not limited to, providing knowledge of and skill in the following areas:

- A minimum of one-hour training in the area of child abuse identification and reporting, and
- Training about the characteristics of persons 16-21 years of age placed in long-term foster care
- AB 12/Extended Foster Care

10.6.5 Certified Employees/Volunteers Report

CONTRACTOR shall complete the Certified Employees/Volunteers Report (Exhibit A-23) on a monthly basis and submit a copy to CPM by the 15th of the month. CONTRACTOR shall maintain a copy of each report for five years. The Report shall be filed in CONTRACTOR's personnel files within one business day following completion and available for COUNTY review at all times.

10.6.6 Employee Schedule

10.6.6.1 Upon placement of a THPP Participant, CPD shall also complete a monthly Employee Schedule as part of the Certified Employees/Volunteers Report indicating staff available on a 24-hour basis.

10.6.6.2 Upon placement of a THPP Participant and by the 15th of every month thereafter that CONTRACTOR has a THPP placement; CONTRACTOR shall provide the CPM a schedule of its personnel positions.

10.6.6.3 The schedule shall include all full and part-time paid and volunteer staff positions by job title, including whether each position has direct contact with THPP Participants and if the staff has been certified.

10.6.6.4 For each paid position and volunteer position, the schedule shall include a brief job description, total working hours per week and month, and hours per week and month allocated for this program.

10.7 Quarterly Reports

10.7.1 Quarterly Reports on Each Participant

CONTRACTOR shall complete the Quarterly Report (Exhibit A-25) on each THPP Participant in its care at any time during the quarter. These reports must be submitted to the CPM and CSW on or before January 15th, April 15th, July 15th, and October 15th of each calendar year and shall address the previous quarter. The January 15th report shall be for the period of October 1 through December 31. The April 15th report shall be for the period of January 1 through March 31. The July 15th report shall be for the period of April 1 through June 30. The October 15th report shall be for the period of July 1 through September 30. The Reports shall be filed in the TPRF within one business day following completion.

10.7.2 In the instances where the Participant's court date falls 30 days or less prior to the due date of the Quarterly Report, the CONTRACTOR will prepare and submit the Updated Progress Report to the CPM and CSW. The Updated Progress Report must be submitted to the CPM and CSW no less than 30 days before the court date in order to allow time for the CSW to incorporate the information contained in the report into the Participant's Court Report.

10.7.3 The CPD or duly authorized representative **and** the Participant shall sign the Participant's Quarterly report. The signatures shall be deemed certification that all information and description of services provided is true, accurate, and complete for the specific THPP Participant.

10.7.4 Within 15 calendar days of submitting the Quarterly Report, CONTRACTOR shall submit a plan to CPM for approval, detailing how the CONTRACTOR will work with the Participant to improve any areas indicated as "poor" on Quarterly Report. The approved plan will be submitted to the CSW within seven calendar days.

10.8 Annual Reports

10.8.1 Annual Report

CONTRACTOR shall complete an Annual Report (Exhibit A-26) describing services provided to all THPP Participant in its care during the calendar year. This report shall be due to the CPM and CSW on January 15th of the year following the year reported on. CONTRACTOR shall file Annual Report

by January 15th each year and shall be available for COUNTY review at all times.

10.8.2 The CPD or duly authorized representative **and** the Participant shall sign the Annual report.

10.8.3 CONTRACTOR shall also maintain and provide to CPM data on each Participant in its care during the State Fiscal Year (Oct 1 – Sep 30). This data shall be due to the CPM by October 15th of each year.

10.9 **Special Reports**

10.9.1 Employee/Volunteer Decertification

CONTRACTOR must complete and submit the Decertification Report (Exhibit A-24) for any employees/volunteers who have been decertified by the 15th of the following month after decertification occurs. CONTRACTOR shall file reports within one business day following completion in CONTRACTOR's personnel records and shall maintain Decertification Reports and make them available for COUNTY review at all times.

10.9.2 Special Incident Reports

CONTRACTOR shall submit Special Incident Reports to the CPM on an as-needed basis and within the guidelines and time frames specified in the Special Incident Reporting Guide for Transitional Housing Placement Programs. Incidents shall also be documented in the TPRF within one business day following the occurrence. CONTRACTOR shall submit to CPM a Corrective Action Plan within seven calendar days of the incident.

The reportable incidents shall include, but are not limited to, the following:

a. Behavior incidents,
b. Routine injury, illness, or accident,
c. Serious injury, illness, or accident,
d. Death,
e. Unauthorized absence (AWOL),
f. Abuse,
g. Significant changes in facility status or organization, e.g., change in Board of

Directors, deaths or CONTRACTOR personnel, legal actions against CONTRACTOR, etc., and

h. Significant incidents that involve the community or physical plant/Unit and may have serious impact on the residents.

10.9.3 Termination Report

10.9.3.1 Upon a Participant's replacement/termination /transition, CONTRACTOR shall prepare and submit a Termination Report to the CSW and CPM for each THPP Participant leaving the program.

10.9.3.2 The termination report shall be submitted within seven calendar days from the date the THPP Participant's placement has been terminated.

10.9.3.3 CONTRACTOR's termination report shall be on agency letterhead and include, but not be limited to, a closing summary regarding information documented in the TPRF, the THPP Participant's progress while participating in the THPP program, and the reason for the Participant's termination and any other information required by COUNTY.

10.9.3.4 The termination report shall also include the length of time the Participant was in the program, a list of all paid and/or outstanding fines, final savings amount, copies of any certificates or diplomas earned by Participant and his/her exit destination.

10.9.3.5 CONTRACTOR shall attach a copy of the Participants final savings ledger, exit check and Exit Assessment to the Termination Report.

10.9.4 Special Progress Report to Date

Upon special request by the CPM, the CONTRACTOR shall provide within two (2) business days of the CPM request, a verbal up-to-date report regarding any changes in a THPP Participant's progress that has been documented by CONTRACTOR and has been filed in the TPRF since the last written report. The verbal report shall be followed up by an Updated Progress Report and submitted to the CPM and

CSW within five (5) business days of the CPM'S request for a verbal report.

11.0 RECORD KEEPING

CONTRACTOR shall monitor and document in TPRF Participant's progress while in THPP. Nothing in this SOW shall be construed to relieve the CONTRACTOR of maintaining supervision over each Participant and monitoring their activities to guide them toward responsible adulthood. Some of the specific types of monitoring shall include, but not be limited to, the following:

11.1 Monitoring of Monthly Allowance

11.1.1 CONTRACTOR shall require THPP Participant to provide receipts for ~~purchases made with their allowance(s) for~~ food, clothing, toiletries and cleaning supplies purchased with their allowance(s), ~~and personal need items, and~~ receipts shall be attached to the Monthly Allowance Log filed in the TPRF.

11.1.2 CONTRACTOR shall review and sign receipts monthly. If a Participant fails to provide receipts and/or purchases disallowed items, CONTRACTOR shall follow the procedures outlined in Section 9.3.10.16 ~~convene a stabilization meeting~~.

11.1.3 In addition, each Participant shall remit the amount of his/her communications package bill, in excess of the provided service amount, monthly from his/her allowance to CONTRACTOR for payment.

11.2 Monitoring of Participant Clothing Inventory

11.2.1 CONTRACTOR shall monitor at least quarterly, using the Participant Inventory form to ensure the Participant has adequate, seasonally appropriate clothing.

11.2.2 CONTRACTOR shall also make recommendations on replacement of items. Participant Inventory forms shall be filed in the TPRF within one business day following each quarterly review.

11.2.3 CONTRACTOR shall ensure that clothing fits properly (not too small or more than two sizes larger than actual measurements indicate). Consideration shall be given for

each Participant's special needs (i.e. pregnancy, weight gain or loss).

11.2.4 If clothing is insufficient, in accordance with Participant Inventory form, the CSW and CPM is to be notified in writing along with a request for supplemental funds. Within five (5) business days of submitting a request for supplemental funds, CONTRACTOR shall submit a plan to the CPM identifying actions that will be taken to ensure that Participant uses his/her Monthly Allowance to maintain sufficient and appropriate clothing.

11.2.5 CONTRACTOR shall ensure that each THPP Participant has at least three outfits suitable for employment before transitioning from the THPP program.

11.2.6 CONTRACTOR shall assist Participant if necessary, in budgeting and purchasing the three required outfits using their THPP monthly clothing allowance.

11.2.7 When a Participant has his/her child(ren) placed with them, CONTRACTOR shall also be responsible for monitoring Participant's child(ren)'s clothing.

11.3 Monitoring of Personal Items

11.3.1 CONTRACTOR shall monitor at least quarterly, using the Participant Inventory for each THPP Participant, to ensure that THPP Participant uses his/her allowance to purchase/replace personal care and hygiene items, laundry and cleaning supplies, first aid, and linen items such as towels, sheets, blankets, and bedspreads, when they are worn, torn or frayed beyond repair.

11.3.2 CONTRACTOR shall file each Participant Inventory form, Exhibit A-11, in the TPRF within one business day following each quarterly review.

11.3.3 When Participant is placed with his/her child(ren), CONTRACTOR is responsible for monitoring personal care/hygiene and first aid items required for the care of the child.

11.4 Monitoring of Food Management

11.4.1 CONTRACTOR shall provide a written plan to the CPM within 10 ~~30~~ calendar days of execution of this Contract ~~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 are met.

11.4.2 CONTRACTOR'S plan shall include remedies to supply food if the Participant runs out of food during the month, the plan shall ~~be monetary~~ specify if CONTRACTOR will provide supplemental allowance and/or food/beverages to Participant and his/her child(ren).

11.5 Monitoring of Furniture Condition

11.5.1 CONTRACTOR shall use the Furniture Inventory form to 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.

11.5.2 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.

11.5.3 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.

11.6 Monitoring of Participant's Communication Package Costs

11.6.1 CONTRACTOR is responsible for supplying and maintaining a communications package, inclusive of telephone service, unlimited nationwide long distance and internet service. THPP Participant shall only be responsible for costs beyond the communications package service charge.

11.6.2 Upon execution of this CONTRACT, ~~THPP placement~~, CONTRACTOR shall submit a written plan to the CPM describing how it will monitor Participant's communications package usage and payment of Participant's communications package bills. If a Participant's portion of the communications package bill is more than the Participant's allowance, a payment plan shall be made for the Participant to reimburse the CONTRACTOR.

11.6.3 If the Participant is not of age to open a checking account, CONTRACTOR shall develop a plan on how the Participant will remit the amount of their communications package bill to CONTRACTOR for payment.

11.6.4 THPP Participant shall receive a copy of the monthly communications package bill identifying the charges s/he is responsible for prior to remitting payment. CONTRACTOR shall also file a copy in the Participant's TPRF.

11.7 Monitoring of Chores Related to Unit Upkeep

11.7.1 CONTRACTOR shall maintain and post in the THPP Participant's Unit the Monthly Routine Chores Log (Exhibit A-14) describing chores required for each Participant. It shall be completed at the initial placement and, monthly thereafter.

11.7.2 CONTRACTOR shall monitor completion of chores based on the log. In the event that a Participant has one or more roommate(s), CONTRACTOR shall develop a plan for monthly rotation of chores between/among roommates.

11.7.3 A copy of the Routine Chores Log shall be placed in the TPRF within one business day following Placement or changed/amended as required.

11.8 Monitoring of Medical Treatments, Medications and Therapy.

11.8.1 The CONTRACTOR ensures Juvenile Court authorization is obtained from the CSW utilizing the Authorization of the Administration of Psychotropic/Anti-Seizure Medication Form, Form 76A964 (Exhibit A-15) each time medication is changed and every six months the Participant continues on the medication(s).

11.8.2 CONTRACTOR shall not permit the use of psychotropic medication/drugs by Participant without obtaining authorization form.

11.8.3 CONTRACTOR shall assist Participant with the monitoring and documenting, the supervision and administering of all medications according to the CCLD Title 22, Section 84175.1 regulations.

11.8.4 When Participant is placed with his/her child(ren), CONTRACTOR is to follow up with the Participant and ensure that the child(ren) receives timely immunizations and medical care.

11.8.5 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 A-16), 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 A-17) for all medications prescribed.

11.8.6 Medication Disposition Log(s) shall be filed in the THPP Participants Medical Record Folder within one business day following completion of the prescription of medication from a medical doctor/dentist.

~~11.8.7 Individual and Group Therapy~~

~~11.8.7.1 The participant is encouraged to participate in individual counseling. The doctor/therapist shall be in the vicinity of the participant's THPP unit.~~

~~11.8.7.2 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, prevention of homelessness and discouraging substance abuse.~~

11.9 Monitoring of Participant's Educational Progress

11.9.1 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.

11.9.2 CONTRACTOR shall request assistance from Participant's school teachers in providing appropriate homework and education enrichment activities to assist the Participant in completion of high school requirements and post secondary education planning.

11.9.3 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.

11.9.4 To facilitate effective monitoring of Participant's attention to school homework, the CONTRACTOR shall maintain a Daily Educational Log (Exhibit A-18) for each THPP Participant to indicate how much time each THPP Participant spends toward meeting educational goals and which gives a brief description of specific educational activities in which the Participant is engaged.

11.9.5 Educational activities encompass a variety of areas related to the individual needs of the Participant but should build on the Participant's strengths. Some activities may relate to completion of homework, leadership training, volunteering in the community, participating in school based organizations/unions/clubs, improvement in school achievement, improvement in school attendance/behavior, etc.

11.9.6 CONTRACTOR shall also ensure that each THPP Participant is properly represented by CONTRACTOR Social Work and/or Direct Care staff responsible for the Participant in school-parent meetings, open houses, etc. in accordance with the educational case plan developed by CSW.

11.9.7 The Daily Educational Log shall be placed in the TPRF by the first business day of the following week the Daily Educational Log was completed.

11.9.8 CONTRACTOR shall also ensure that the needs of the THPP Participant are met as defined in the THPP Participant case plan.

11.9.9 CONTRACTOR shall monitor to ensure that each THPP Participant spends at least two hours each day including weekends, if necessary, to complete homework assigned by the Participant's school.

11.9.10 CONTRACTOR shall provide resources for tutoring and/or a mentor for each THPP Participant and ensure to the extent feasible that the Participant maintains at least a "C" grade point average while attending school.

11.10 Disciplinary Measures

11.10.1 CONTRACTOR shall not subject THPP Participants to physical or unusual punishment, humiliation and mental abuse.

11.10.2 THPP Participant shall be responsible for communications package costs above the communications package service costs and destruction of property associated with his/her unit.

11.11 Discharge and Removal of a Participant

Unless a THPP Participant is at risk or a risk to others or in imminent danger, CONTRACTOR shall use due diligence to stabilize the situation that might lead to the discharge of a Participant from the THPP program.

11.11.1 CONTRACTOR shall verbally notify the CPM and CSW immediately if CONTRACTOR feels an emergent discharge of a THPP Participant is necessary.

11.11.2 CONTRACTOR shall document in the TPRF any verbal conversations with the Participant's CSW, including the date, time, CSW name(s), and a detailed summary of the problem. If the situation can be resolved without an emergent discharge, the CONTRACTOR shall schedule a stabilization meeting.

11.11.3 CONTRACTOR shall notify the CPM, CSW and THPP Participant to engage in the meeting. The COUNTY and CONTRACTOR shall agree on the outcome or resolution to the problem.

11.11.4 CONTRACTOR shall submit a written follow-up of the agreed upon outcome to the CSW, and CPM within five business days after resolution of the situation.

11.11.5 If the CONTRACTOR determines that the situation can not be resolved or that the THPP Participant cannot be stabilized, CONTRACTOR shall contact CPM explaining efforts made to stabilize Participant to prevent loss of placement.

11.11.6 If CPM agrees that the situation cannot be resolved, CONTRACTOR shall provide a seven day written notice to the CSW and CPM stating the Participant must be removed from the premises before the seven calendar days have expired.

11.11.7 The notice shall be in accordance with the Special Incident Reporting Guide for THPP (Exhibit A-19), attached hereto and incorporated by reference.

11.11.8 If the CPM disagrees with the CONTRACTOR to provide a seven day notice, a stabilization meeting shall be scheduled with the CPM, participant, CSW and CONTRACTOR to ascertain if the placement can be maintained under specific conditions.

11.11.9 Participant should be included in these meetings, when possible, to provide input.

11.11.10 CONTRACTOR shall contact the Child Protection Hotline at (800) 540-4000 if CONTRACTOR determines that a removal must occur after normal working hours (8:00 A.M. to 5:00 P.M. Monday through Friday) or on COUNTY holidays.

11.11.11 CONTRACTOR shall also immediately notify the CPM and CSW when Participant needs to be removed after hours and/or on COUNTY observed holidays.

11.11.12 CPM will provide the CONTRACTOR a list of holidays observed by COUNTY upon execution of this Contract.

11.11.13 If a Participant becomes incarcerated while placed in the program, CONTRACTOR shall notify CSW and CPM immediately.

11.11.14 Should Participant remain incarcerated beyond the arraignment hearing, CONTRACTOR shall consult with CPM regarding terminating Participant from program.

11.12 <u>CONTRACTOR'S Employee and Volunteer Records</u>

11.12.1 CONTRACTOR shall maintain and retain records on each Certified employee/volunteer described herein and as required by CDSS/CCLD in accordance with, but not limited to, Title 22, Division 6, Chapter 7, Section 88066.

Such records shall include, but are not limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR employee certification, and CONTRACTOR admission agreements.

11.12.2 COUNTY may require CONTRACTOR to maintain and retain additional records, as COUNTY deems necessary.

11.12.3 For each employee/volunteer, CONTRACTOR shall maintain verification of fingerprinting clearances, Child Abuse Index clearance, and CONTRACTOR employee certification for all employee/volunteers that have direct contact with any THPP Participant.

11.12.4 CONTRACTOR shall maintain documentation of all completed education and experience requirements in staff's personnel file including a copy of all staff's resumes and credentials verifying previous employment and educational background.

11.12.5 Copies of all CONTRACTOR employees/volunteers resumes and certifications shall be delivered to CPM 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.

11.12.6 In the event a change of staff occurs, CONTRACTOR shall notify CPM in writing and shall submit new employees/volunteers resumes and certifications to CPM upon hiring and prior to new staff having direct contact with any THPP Participant.

11.12.7 Copies of annual training records and performance evaluations shall be available upon demand by CPM.

11.13 <u>CONTRACTORS Annual License/Certificates of Compliance</u>

11.13.1 CONTRACTOR is required to have a valid CCL license and Certificate of Compliance in effect at all times.

11.13.2 CONTRACTOR shall be solely responsible for any application processing or annual fees required for obtaining and maintaining a valid THPP license and Certificate of Compliance.

11.13.3 In accordance with CCR, Title 22, section 86030.5, a licensed transitional housing placement provider must complete and sign a Certificate of Compliance for each single living unit ensuring each unit meets the requirements of Health and Safety Code, Section 1501(b)(5).

11.13.4 A copy of the Certificate of Compliance for each living unit shall be kept in the administrative office records maintained by the CONTRACTOR. A Certificate of Compliance is not transferrable to any other living unit and shall be void upon a change of location or under emergency conditions.

11.13.5 CONTRACTOR shall maintain copies of each Certificate of Compliance in the CONTRACTOR Administrative Office to be available for review/inspection by COUNTY.

11.13.6 CONTRACTOR shall maintain copies of Certificates in Sub-Administration Office(s) and/or Staff Residential Unit, if applicable, for review/inspection by COUNTY.

11.13.7 CONTRACTOR shall submit a copy of their agency's valid THPP license obtained from CCLD within 15 calendar days from receipt of annual THPP license to COUNTY Program Manager.

11.13.8 CONTRACTOR shall also submit a copy of a THPP license received as a result of a change in location and/or capacity within one business day from its receipt.

11.13.9 CONTRACTOR shall maintain and post their current THPP license and Certificate of Compliance in a prominent, publicly assessable location in the administrative and sub-administrative office(s) of the licensee, as well as ensure that a copy is retained in the THPP Staff Residential Unit(s) if applicable.

11.13.10 CONTRACTOR shall notify CCLD and CPM in writing when a THPP Participant living Unit is approved for use, and when a THPP Unit is no longer being used. This notification must be provided within seven calendar days of the change.

11.13.11 CONTRACTOR shall provide CCLD and CPM with a list of all current addresses and telephone numbers of all

THPP Participant living Units and THPP Staff Residential Units.

11.13.12 CONTRACTOR shall provide this list upon execution of this Contract and thereafter, quarterly (Jan 15th, Apr 15th, Jul 15th and Oct 15th) or whenever a change is made.

11.14 Fire Clearance

11.14.1 CONTRACTOR shall secure and maintain for each THPP Unit any fire clearance required by and approved by the fire authority having jurisdiction.

11.14.2 CONTRACTOR shall provide copies of clearances to COUNTY Program Manager five business days prior to placement of any THPP Participant.

11.14.3 CONTRACTOR shall secure and maintain a fire clearance for any THPP Unit prior to placement of a non-ambulatory individual. A non-ambulatory individual may include THPP Participant(s) and/or their child(ren).

11.14.4 CONTRACTOR shall provide proof of fire clearance to COUNTY Program Manager along with CONTRACTOR Placement Information and Authorization Form as described in the Statement of Work.

11.15 ~~Renter's 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 Part II: Standard Terms and Conditions, Section 46.0, Record Retention and Inspection/Audit Settlement, subsection 46.5, from the initial date of the THPP Participant's placement.

11.16 THPP Participant Record Folder (TPRF)

11.16.1 CONTRACTOR shall maintain an accurate, complete, and up-to-date TPRF on each THPP Participant as required by California Code of Regulations, Title 22 and COUNTY requirements as described herein. These records shall be available for review by the COUNTY at all times.

11.16.2 The TPRF shall include, but not limited to, the following:

a) Form 4389, Declaration in Support of Access to Juvenile Court Records (Exhibit A-3)
b) Case documents described in Section 9.0 of this SOW
c) All reports described in this Statement of Work
d) THPP Youth Bill of Rights and Personal Rights as described in paragraph 9.1.8 signed by CONTRACTOR and THPP Participant
e) Referrals and treatment documents, including diagnostic and case history information, psychological and psychiatric evaluations
f) School records
g) Participant's financial records such as allowance logs, fines, earnings, savings ledgers and checking/savings accounts
h) Diagnostic evaluations and studies
i) Child interview reports, progress notes (treatment, school, medical, etc.)
j) Notes on services provided by the various professional and paraprofessional staff (treatment, recreation and the transition case plan for THPP Participant)
k) Written documentation on verbal (telephone, in-person, etc.) conversations bearing on the Participant's progress and/or special circumstances such as non-routine contact with Participant's school, contact with law enforcement, or Participant's employer. Documentation shall include the date, time, contact person and a summary of the verbal conversation they have had regarding the THPP Participant's progress and/or special circumstances
l) THPP Participant Occupancy Form
m) First Aid and CPR certification, if appropriate, and
n) Immunization and medical records for Participant's child(ren)
o) Any other records that may be required by COUNTY

11.16.3 All records shall be in sufficient detail to permit the COUNTY to conduct an evaluation of the services provided.

11.16.4 The THPP Participant's Occupancy form shall be available at all times for review by COUNTY and CPM upon request

and a copy must be retained by CONTACTOR for a minimum of five years from the date of the THPP Participant's placement.

11.16.5 The TPRF shall be confidential, kept in a locked file, and made available only to selected CONTRACTOR staff that may require it for case planning.

11.16.6 CONTRACTOR shall follow the procedures in Release of DCFS Case Records to Service Providers (Exhibit A-28) when discussing information in a TPRF. The information released to non-treatment staff shall be limited and focused on the Participant's case planning and facilitation of their progress.

11.17 Attendance Record Folder

CONTRACTOR shall maintain and update monthly the Attendance Record Folder for all THPP Participants. The folder shall include, but not be limited to the following information and requirements:

11.17.1 Statistics on the total number of resident days of service provided for the month shall be available for review. The date of placement for a THPP Participant is counted as the first day of service. The last date of service provided to a THPP Participant shall be defined, as the last full 24-hour day the THPP Participant was in residence, not the day the child left the program.

11.17.2 Placement and termination notices shall be available for review. A master list of all placements shall be maintained by the CONTRACTOR, and shall include each THPP Participant's name, telephone number, address of Unit, site supervisor, telephone number of site supervisor, date of placement and date placement was terminated (if applicable).

11.17.3 The Attendance Record Folder shall be made available to the CPM and/or the CSW immediately upon request.

12.0 PERFORMANCE EVALUATION

12.1 Entry Assessment

Upon placement of a participant, CONTRACTOR shall ensure, each THPP Participant completes an Entry Assessment (Exhibit

A-29). CONTRACTOR shall immediately file completed Entry Assessment in the TPRF and send a copy to CPM within one business day following placement.

12.2 Progress Assessment

Contractor shall ensure each THPP Participant complete the Casey Life Skills Assessment (Exhibit A-34), or other approved assessment, within 15 calendar days of admission and every 12 months thereafter to measure the youth's progress in the THPP program.

12.2.1 CONTRACTOR shall ensure that each THPP Participant complete the assessment no more than 30 days prior to exiting the program.

12.2.2 CONTRACTOR shall have the Participant complete the assessment online at (http://lifeskills.casey.org/) and incorporate the assessment results into the Participant's goals and training.

12.2.3 CONTRACTOR shall provide written verification of completion to CPM within 15 calendar days of the assessment.

12.3 Bi-Annual Assessment

12.3.1 CONTRACTOR shall ensure each THPP Participant completes a Bi-Annual Assessment (Exhibit A-30) on or about January 1st and July 1st each year that the THPP Participant is enrolled in THPP.

12.3.2 CONTRACTOR shall file each Bi-Annual Assessment immediately in the TPRF and send a copy to the CPM by the 15th of January and July of the each year.

12.4 Exit Assessment

12.4.1 CONTRACTOR shall ensure each THPP Participant, when exiting the THPP program completes an Exit Assessment (Exhibit A-31).

12.4.2 CONTRACTOR shall attach Exit Assessment to Participant's Termination Report.

12.4.3 CONTRACTOR shall forward to the CPM, within one business day of THPP Participant exiting the program, Exit

Assessment and any missing assessments. Copies shall be filed immediately in the TPRF.

12.5 Aftercare Follow-up and Tracking

12.5.1 CONTRACTOR shall have a plan to track and maintain contact with THPP Participants for two years following the Participant's exit of the THPP program.

12.5.2 CONTRACTOR shall submit its Aftercare Follow-Up Plan to CPM within 10 calendar days of the execution of this Contract.

12.5.3 CONTRACTOR shall utilize the Aftercare Contact Form (Exhibit A-36) to thoroughly track and document contact with the former THPP Participant.

12.5.4 CONTRACTOR shall contact former Participants at 90 days, 180 days and every six months thereafter up to 24 months.

12.5.5 CONTRACTOR shall document all attempts to contact former Participants, outcome of the attempts and methods used (i.e. telephone, mail, social media, etc.).

12.5.6 CONTRACTOR shall make at least two attempts to contact Participants at each interval.

12.5.7 CONTRACTOR shall offer assistance whenever possible to former THPP Participants.

12.5.8 CONTRACTOR shall document what assistance was offered and/or provided.

12.5.9 CONTRACTOR shall submit its Aftercare Follow-Up Reports to CPM quarterly (Jan 15th, April 15th, July 15th and Oct 15th).

12.6 Success Stories

On an annual basis and by January 15th of each year, CONTRACTOR shall report to the CPM, in writing and if possible, include additional documentation such as copies of certificates, awards, or newspaper articles, on current/former THPP Participants that have achieved personal or professional goals/achievements that the CONTRACTOR may be directly or indirectly responsible for. Such goals/achievements include, but are not limited to Participant's acknowledgement for achievements by schools, community recognition/awards or employment recognition,

receiving educational/vocational scholarships, promotions, obtaining a post-secondary or vocational degree/certificate, completing an apprentice program, etc.

12.7 Youth Surveys

CONTRACTOR shall administer youth surveys regarding program performance in collaboration with CPM and youth. The COUNTY in collaboration with CONTRACTORS shall develop a satisfaction survey to be used by Participants.

13.0 QUALITY ASSURANCE AND FAILURE TO PERFORM

13.1 Quality Assurance Monitoring

Within ten (10) calendar days following the execution of this Contract, CONTRACTOR shall provide CPM with a Quality Control Plan (QAP), which will address how CONTRACTOR will meet all its requirements under this Contract.

13.2 Corrective Action Plan

In the event the COUNTY deems that CONTRACTOR is not meeting its responsibilities contained in this Contract or that CONTRACTOR work is unacceptable, the CPM shall notify the CONTRACTOR in writing of the improvements needed. The CPM may request a Corrective Action Plan. The CPM shall specify the problems that have been identified and the improvements needed, together with a time frame for the CONTRACTOR to take corrective action(s).

13.3 COUNTY reserves the right to terminate this Contract with the CONTRACTOR for cause if the CONTRACTOR cannot or will not make the improvements required and/or included in the Corrective Action Plan by the CPM. CONTRACTOR shall respond to the CPM in the time period specified, regarding the specific corrective actions the CONTRACTOR has taken.

14.0 PERFORMANCE OUTCOME GOALS

14.1 Safety: Participants shall reside in a safe environment and be free from abuse and neglect.

14.2 Well-Being/Education/Workforce Readiness and Self-Sufficiency: Participants shall improve their level of functioning in the areas of education, emancipation preparation, employment, health, and behavior, social and emotional well-being.

PART C – 1.0 SAFETY PERFORMANCE MEASURE SUMMARY
SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PROGRAM OUTCOME GOALS: Participants shall reside in safe environments and be free from abuse and neglect.

OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
Safe, Clean, appropriately maintained living arrangement	100% of THPP units will be maintained in accordance with Contract expectations	Monthly Participant Survey Unit Verification Form; Apartment Inspections; Technical Reviews; iTracks
Substantiated allegations of abuse and/or neglect	0% substantiated allegations of abuse and/or neglect	CWS/CMS; iTracks
Units approved by CCL and certified by Contractor	100% of all Contractors will have a current and valid THPP license and Certificates of Compliance for each site while providing THPP services to the County	CCL Licensing Report / Letter; Certificates of Compliance, Technical Review
Criminal clearances, training and certification for all staff and volunteers	100% of Contractors' staff / volunteers will have background clearances, training, etc., and be approved by CPM prior to having contact with Participants	Employee/Volunteer Report; Declaration of Compliance; Technical Review
Annual medical and dental examinations	100% of Participants will have a current health/education passport	DCFS 561 (a and b); Progress, Quarterly and Annual Reports; Technical Reviews

PART C – 2.0 WELL-BEING/EDUCATION/WORKFORCE READINESS AND SELF SUFFICIENCY

PROGRAM OUTCOME GOALS: Participants shall improve their level of functioning in the areas of education/emancipation preparation, employment, health, behavior, social and emotional well-being.		
OUTCOME INDICATORS	**PERFORMANCE TARGETS**	**DATA COLLECTION**
High School Diploma / GED Certificate	75% of Participants of 10% above previous year's accomplishments are successful in obtaining a HSD/GED by his/her TILP target date	Progress, Quarterly and Annual Reports; Technical Reviews
240 minutes per month of Life Skills training	100% Participants will receive life skills training	Quarterly and Annual Reports; Monthly Participants Surveys; Technical Reviews
Individualized training	100% of Participants with an identified need for individualized training will receive such training	Quarterly and Annual Reports; Monthly Participant surveys; Technical Reviews
Identified permanent adult connection	100% of Participants will have the name, relationship, etc. of their identified permanent adult connection documented in their case files	Quarterly and Annual Reports; Technical Reviews
Increased skills or income	75% of Participants or 10% above previous year's accomplishments, that transition from THPP will have part-time employment and/or be enrolled in college or a vocational, training program	Quarterly and Annual Reports; Technical Reviews; Entry, Exit and Bi-Annual Assessments Ansell-Casey
Affordable Housing	75% of Participants or 10% above previous year's accomplishments will transition to THP+FC, SILP, THP or other affordable housing	Quarterly Report; Technical Reviews; Entry, Exit and Bi-Annual Assessments; Ansell-Casey; Exit / Termination Report

Exhibit A – Attachment I

PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
1	CONTRACTOR shall monitor the progress of each Participant	CONTRACTOR shall ensure 100% of the youth receive ongoing monitoring and supervision	County will monitor the CONTRACTOR's performance to ensure its compliance with the Contract and the delivery of services	The CPM may request a Corrective Action Plan as outlined in SOW, Section 13.0. Failure to meet the performance standard could result in a program review and implementation of an administrative remedy(ies) as outlined in Attachment M.
2	CONTRACTOR shall maintain accurate, complete and current Participant folders for each Participant	CONTRACTOR shall ensure 100% of the youth have Participant folders		
3	CONTRACTOR shall provide educational, employment and other support to assist with completion of the TILP goals	CONTRACTOR shall ensure 100% of the youth have current TILPs		
4	CONTRACTOR shall provide a monthly allowance for each Participant	CONTRACTOR shall ensure 100% of the youth receive monthly allowances		

Exhibit A – Attachment I

PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
5	CONTRACTOR shall provide at least 240 minutes of like skills workshops monthly	100% of the youth receive like skills training	County will monitor the CONTRACTOR's performance to ensure its compliance with the Contract and the delivery of services	The CPM may request a Corrective Action Plan as outlined in SOW, Section 13.0. Failure to meet the performance standard could result in a program review and implementation of an administrative remedy(ies) as outlined in Attachment M.
6	CONTRACTOR shall submit reports to the County Program Manager for each participant	CONTRACTOR shall ensure that reports are submitted for 100% of the youth		
7	CONTRACTOR shall deposit funds from monthly allowance into an interest bearing savings account for each participant	CONTRACTOR shall ensure funds are deposited for 100% of the youth		
8	CONTRACTOR shall ensure that all housing sites are in compliance and maintained	CONTRACTOR shall maintain 100% of the housing sites		

SPA/MAP

Los Angeles County
Department of Children and Family Services

Exhibit A - Attachment IV

Report /Form	When completed/Used	Date due
Transitional Independent Living Plan (A-1)	At Placement and updated every 6 months	Upon Placement and updated every 6 months
Agency Placement Agreement (A-2)	At Placement	Filed in the TPRF within 1 business day following Placement
Declaration In Support to Access Juvenile Court Records (A-3)	Prior to Placement	Faxed to COUNTY Program Manager within 1 business day file copy in the TPRF
Placement Information and Authorization Form (A-4)	Prior to Placement	Within 5 days following Orientation and must have Program Manager's Authorization 5 days prior to placement.
Unit Verification Form (A-5)	Upon Placement	Filed in the TPRF within 1 business day following placement
Furniture Inventory (A-6)	Upon Placement As Required	Filed in the TPRF within 1 business day following placement
Participant Occupancy Form (A-7)	Upon Placement	Filed in the TPRF within 1 business day following placement
Mandatory Orientation Checklist (A-8)	Upon Placement	Filed in the TPRF within 1 business day following placement
Foster Youth Bill of Rights (A-9)	Orientation	Give to Participant at Orientation
Personal Rights (A-10)	Orientation	Give to Participant at Orientation
CONTRACTOR's Grievance/Complaint Procedures	Orientation	Give to Participant at Orientation
CONTRACTOR's Placement Agreement in accordance with Title 22, Section 80068	Orientation	Signed by Participant and Contractor.
Participant Inventory (A-11)	Placement/Quarterly	Filed in the TPRF within 1 business day following placement or quarterly review.
Clothing Standard (A-11a)	Placement/Quarterly	Filed in the TPRF within 1 business day following placement or quarterly review.
Monthly Fines Log (A 12)	Monthly	To CPM by 15th of the month and filed in TPRF within 1 business day following placement
Monthly Allowance Log (A-13)	Placement/Bi-Monthly	To CPM by 15th of the month and filed in TPRF within 1 business day following placement or bi-monthly allowance allocation.
Monthly Savings Ledger (A-13a)	Monthly	To CPM by 15th of the month and filed in TPRF within 1 business day following placement.

Report /Form	When completed/Used	Date due
Routine Chores Log (A-14)	Placement/Monthly	Filed in the TPRF within 1 business day following placement or monthly review as appropriate.
Intentionally Left Blank (A-15)		
Medication Disposition Log (A-16)	Placement/Prescription	Filed in the TPRF within 1 business day following placement or prescribed by a medical doctor/dentist.
Participants Medication Log (A-17)	As Required	Used whenever Participant is prescribed medication by a medical doctor/dentist or taking over- the-counter medications prescribed or not.
Daily Educational Log (A-18)	Daily	Filed in the TPRF within 1 business day of the following week.
Special Incident Reporting Guide for THPP (A-19)	As required	Report incident and file as required and within 1 business day record and file a copy in the TPRF or Agency records, as appropriate.
Progress Report (A-20)	45 Days After Entry/ As Required	To CPM, CSW and file in the TPRF by 15th of the month.
Participant's Monthly Survey (A-21)	Monthly	To CPM and file in the TPRF by 15th of the month. (Note: Complete only those pages of survey applicable to youth's focus that month)
Declaration of Compliance (A-22)	Monthly	To CPM by 15th of each month and filed within 1 day in CONTRACTOR's personnel files.
Certified Employees/Volunteers Report (A-23)	Monthly	To CPM by 15th of each month and filed within 1 day in CONTRACTOR's personnel files.
Decertification Report (A-24)	As Required	To CPM and filed in CONTRACTOR's personnel records by 15th day of the following month.
Quarterly Report (A-25)	Quarterly	To CPM and CSW by 1/15, 4/15, 7/15, 10/15 and filed in the TPRF within 1 day.
Annual Report (A-26)	Annually	To CPM, CSW and filed in CONTRACTOR's records by 1/15.
Agency Monthly Report (A-27)	Monthly	To CPM by 15th of each month and filed within 1 day in CONTRACTOR's personnel files.
Release of DCFS Case Records to Service Providers (A-28)	As Required	Prior to the CSW discussing specific case information regarding the THPP candidate. And prior to the CONTRACTOR receiving the case documents from the CPM/CSW.
Entry Assessment (A-29)	At Placement	To CPM within 1 day and filed immediately in the TPRF.

Report /Form	When completed/Used	Date due
Bi-Annual Assessment (A-30)	Every 6 months following Placement	To CPM 1/15 and 7/15 and filed immediately in the TRPF.
Exit Assessment (A-31)	Transition /Age-out	TO CPM within 1 day of exit and filed immediately in the TRPF.
Legal Rights of Teens In Out of Home Care (A-32)	Orientation	Give to Participant at Orientation
Background Summary (A-33)	Upon referral by ILP and CSW	To CPM
Casey Life Skills Assessment (A-34)	Fifteen (15) days of admission and every 12 months thereafter	To CPM
Contract Regarding Participant's and Provider's Rights and Responsibilities (A-35)	Upon placement	To CPM
Aftercare Contact Form (A-36)	Each six months from date of Participant's exit for two years	To CPM by the 15th of each month
Foster Youth Reproductive Health and Pregnancy (A-37)	As required	Upon placement/disclosure of pregnant/parenting Participant

* This chart is for informational purposes only and is not all-inclusive and does not take the place of the THPP Contract and Statement of Work requirements.

EXHIBIT A – 1

TRANSITIONAL INDEPENDENT LIVING PLAN (TILP)

Transitional Independent Living Plan & Agreement

Youth: _____ Date of Birth:_____ Age _____ Ethnicity _____

Address: _____

Instructions To Youth: The purpose of this agreement is to capture the goals you are agreeing to achieve over the next 6 months. It is a good organizing tool to help you stay focused and keep track of your progress toward accomplishing each goal. Your Social Worker and caregiver will also have copies of this agreement and will help you achieve your goals.

Instructions to Caregiver: You are agreeing to assist the youth in the development of their ILP goals and to support the youth in completing the activities.

Instructions to Social Worker: You are agreeing to assist the youth and the caregiver in completing this form, and develop Planned Services that will assist the youth in meeting his/her goals. Document the Planned Services and Delivered Services in CWS/CMS. Probation officers: use manual documentation procedures.

Service goals and activities to be addressed in the plan:
Goals are individualized based on your assessment and may include examples such as:

- develop a life-long connection to a supportive adult
- graduate from high school
- obtain a part-time job
- invest savings from part-time job
- develop community connections
- obtain a scholarship to attend college
- develop competency in the life skill of _____

Activities are individualized to help meet a specific goal. Example – if high school graduation is a goal, the youth directed activity might be to attend classes regularly with no tardies for the next 6 months.
For youth participating in ILP services, activities are reportable as ILP Delivered Services in CMS. The social worker shall select from one or more of the following ILP Service Types that an individualized completed activity fits in:

- Received ILP Needs Assessment
- ILP Mentoring
- ILP Education
- ILP Education Post Secondary
- ILP Education Financial Assistance
- ILP Career/Job Guidance
- ILP Employment/Vocational Training
- ILP Money Management
- ILP Consumer Skills
- ILP Health Care
- ILP Room and Board Financial Assistance
- ILP Transitional Housing, THP, THP Plus
- ILP Home Management
- ILP Time Management
- ILP Parenting Skills
- ILP Interpersonal/Social Skills
- ILP Financial Assistance Other
- ILP Transportation
- ILP Other (Stipends/Incentives)

☐ I understand that if I am employed as part of this plan, my earned income will be disregarded, as the purpose of my employment is to gain knowledge of needed work skills, habits and responsibilities to maintain employment. (WIC 11008.15)

☐ I understand that I can retain cash savings up to $10,000 under this plan in an insured savings account and any withdrawal requires the written approval of my social worker and must be used for purposes directly related to my transitional goals. (WIC 11155.5)

☐ I understand that I will receive assistance to obtain my personal documents and information about financial aid or postsecondary education/training. (WIC 16001.9)

Transitional Independent Living Plan & Agreement

Youth: _____ DOB:_____ Age:_____ Ethnicity:_____

Case Worker Name:_____ Case Worker phone: _____

TILP 6-month timeline: _____ to _____. Date Independent Living Needs Assessment completed: _____

☐ If I have not participated in the ILP program before, I agree to participate now.
☐ Based on the assessment of my level of functioning, the following transitional goals and activities meet my current needs.

Goal	Activity	Responsible Parties	Planned Completion date	Progress Date
Goal #1:				☐ Met Goal Date _____ ☐ Satisfactory Progress ☐ Needs more time/assistance. ☐ Goal needs modification.
Goal #2:				☐ Met Goal Date _____ ☐ Satisfactory Progress ☐ Needs more time/assistance. ☐ Goal needs modification.
Goal #3:				☐ Met Goal Date _____ ☐ Satisfactory Progress ☐ Needs more time/assistance. ☐ Goal needs modification.
Goal #4:				☐ Met Goal Date _____ ☐ Satisfactory Progress ☐ Needs more time/assistance. ☐ Goal needs modification.

This Agreement will be updated on: _____ Update # 2_____

Signing this agreement means we will all work to complete the steps necessary to help the youth reach his/her goals.

_____ _____
Youth's signature *Date*

_____ _____
Caregiver's signature *Date*

_____ _____
Social Worker signature *Date*

EXHIBIT A-2

AGENCY – TRANSITIONAL HOUSING PLACEMENT PLUS FOSTER CARE (THPP) AGREEMENT
Child Placed by Agency in the THPP

Name of Child	Parent's Name
Birth date of Child	Date Placed
Case Number	

Anticipated duration of placement is _____ months.

The agency will pay $ _____ per _____for room and board, initial clothing, education, incidentals, supervision and social services. First payment to be made within 45 day's after placement with subsequent payments to be made monthly.

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

Special problems: ☐ Yes If yes, explain _____ ☐No

Agency Agrees To

1. Provide the THPP with knowledge of the background and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary.
2. Work with the THPP toward development of Needs and Services Plan.
3. Work toward termination of child's placement with THPP staff.
4. Continue paying for this child's care as long as eligible and the THPP maintains child on an active status or until the agency requests that placement be terminated.
5. Assist the CSW in the maintenance of this child's constructive relationships with parents and other family members, and to involve parents in future planning or this child.
6. Contact this child in the THPP at least once a month. If case plan would indicate less frequent contact, the THPP will be informed.
7. Inform THPP if child has any tendencies toward dangerous behavior.
8. Provide an agency Transitional Housing Placement Program Agreement at the time of placement.
9. Provide an updated Transitional Independent Living Plan at least every six (6) months.
10. Provide a Medi-Cal card or other medical coverage at the time of placement. Provide authorization for medical treatment, signed by this child's parents or legal guardian.
11. Provide a clothing allowance as permitted to meet initial clothing needs
12. Participate in stabilization meeting(s) for placement not to be in jeopardy.
13. Provide assistance with emergencies. Telephone number for after-hours or weekends is :

THPP Agrees To

1. Provide this participant with the nurture, care, clothing, treatment and training suited to the participant's needs.
2. Each THPP participant shall receive all necessary medical, dental, vision, and mental health services.
3. The THPP agency shall provide services identified in the participant Needs and Services Plan and Transitional Independent Living Plan (TILP) as necessary to meet this participant's needs. The Agency is responsible for insuring the participant provides care and supervision for the participant child(ren).
4. Encourage the maintenance of the natural parent-child relationship.
5. To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature including but not limited to interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.
6. To be treated with respect and keep confidential information given about the child and his/her family. The participant shall have access to telephone service in the THPP unit at all times to make and receive confidential calls and send and receive unopened correspondence.
7. To be accorded the greatest level of independence consistent with safety and the participant's ability and maturity level as outlined in the participant's Needs and Services Plan or TILP in order to prepare the participant for self-sufficiency.
8. The Needs and Services Plan and TILP shall be reviewed at least every six months to determine the participant's need for continuing services; the need for modification in services. The agency shall insure the participant and his/her authorized representative are offered the opportunity to participate in the review. Modifications of this plan shall not be implemented without prior written approval from the authorized representative.
9. Submit a modified Needs and Services Plan thirty (30) days from the date of placement in the THPP unit. This summary shall include information listed on the reverse side of this agreement form.
10. Submit ongoing written evaluations to the agency monthly, quarterly and annually. These evaluations shall include information listed on the reverse side of this agreement form.
11. Immediately notify agency of significant changes in this participant's health and behavior. Notify the participant's authorized representative and placement entity no later than the next working day when the participant has been moved under emergency circumstances without the authorized representative's participation.
12. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed.
13. When the THPP agency determines the THPP can no longer meet the needs of this participant, the agency shall notify the authorized representative and provide written notification that the participant shall be removed within seven (7) days.
14. Conform to the licensing requirements.
15. Provide state and federal agencies access to maintained documentation on participant's in their care.
16. Notify the agency immediately if an application is made on behalf of this participant for any kind of income. Examples of income include, but are not limited to child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP).
17. Remit to Department of Public Social Services any income received on behalf of this child while in foster care up to the full cost of board and care plus medical cost in addition, I will cooperate to have the Social Security Administration, or the appropriate agency, make the Department of Public Social Services the payee for any funds received on behalf of this child.

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

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

Initial diagnostic summary shall include:

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

Monthly evaluations shall include:

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

Involvement of child and his parents in treatment program

EXHIBIT A-3

ATTORNEY, ATTORNEY DESIGNEE, OR PARTY WITHOUT ATTORNEY (name and address): Attorney Or Attorney Designee for (Client's Name): Telephone No.: Fax No.:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Juvenile Division 201 Centre plaza Drive Monterey Park, CA 91754	
CHILD'S NAME: DOB:	
DECLARATION IN SUPPORT OF ACCESS TO JUVENILE RECORDS (WIC §827, CRC Rule 5.552; Local Rule 17.1)	Juvenile Case Number: Dependency _____ Delinquency

A. Person/Agency Entitled to Access Pursuant to Welfare & Institutions Code (WIC) §827, California Rules of Court, Rule 5.552, and Los Angeles Superior Court (LASC) Local Rules, Rule 17.1:

- ☐ Subject child
- ☐ Subject child's parent or legal guardian
- ☐ Attorney for subject child (including appellate attorney) *[continue to Section B below]*
- ☐ Attorney for subject child's parent/legal guardian (including appellate attorney) *[continue to Section B below]*
- ☐ The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action. *[Continue to Section B below]*
- ☐ Attorney authorized to prosecute adult criminal or juvenile matters under California state law (district attorney, city attorney, city prosecutor) *[Continue to Section B below]*
- ☐ Person/agency actively participating in adult criminal or juvenile proceedings involving the minor (hearing officers, probation officers, law enforcement officers)
- ☐ State Department of Social Services staff for the purposes delineated in WIC §827(a)(1)(I)
- ☐ Member of child protective agencies per Penal Code §11165.9 (police, sheriff, county probation, county child welfare)
- ☐ Superintendent or designee of school district where child attends or is enrolled
- ☐ State Department of Social Services staff for the purposes delineated in WIC §827(a)(1)(J)
- ☐ Member of child's multi-disciplinary team
- ☐ Person/Agency currently providing supervision or treatment of child
  Title & Relationship to Child _____
- ☐ Family law judicial officer, or clerk acting on behalf of judicial officer; family law case # _____
- ☐ Family law mediator or evaluator (including person performing investigation or assessment)
- ☐ Court-appointed probate guardianship investigator
- ☐ Local child support agency
- ☐ Juvenile justice commission
- ☐ Other (including pursuant to court order; please attach copy of order)
  _____

NOTE: Attorney designees (including paralegals, investigators, and social workers) must check the appropriate box in Section A as to the attorney, and must fill out the attorney information in Section B.

B. Attorney

Name: _____ **State Bar #:** _____ **Case No:** _____

Court (criminal, juvenile, etc.) _____ **Client Name:** _____

Client's relationship to subject of juvenile records: _____

C. Type of Records

Please check the box corresponding to the records you wish to access (check all that apply):

- ☐ Juvenile Dependency - court file only
- ☐ Department of Child and Family Services (DCFS)
- ☐ Juvenile Delinquency - court file only
- ☐ Probation Department
- ☐ Other (please specify below the type of records you seek, if not listed above)

_____

WARNING: Any records, reports or information obtained from the juvenile record(s) shall not be further released or disseminated to persons or agencies not otherwise entitled to access pursuant to WIC §827, CRC Rule 5.552, and LASC Local Rule 17.1 (i.e. agencies/individuals listed above). Further, juvenile records shall not be attached to any documents without prior approval of the Juvenile Court Presiding Judge, unless they are used in connection with a criminal investigation or juvenile court proceeding to declare a minor a dependent or ward of the Court.

I declare under penalty of perjury that the foregoing is true and correct and that I am aware of the above warning regarding dissemination of juvenile records.

Date: Signature: _____

JUV010 - Revised 2/09

ARE YOU ENTITLED TO RECORDS?
(Are you a person/agency listed in Section A above?)

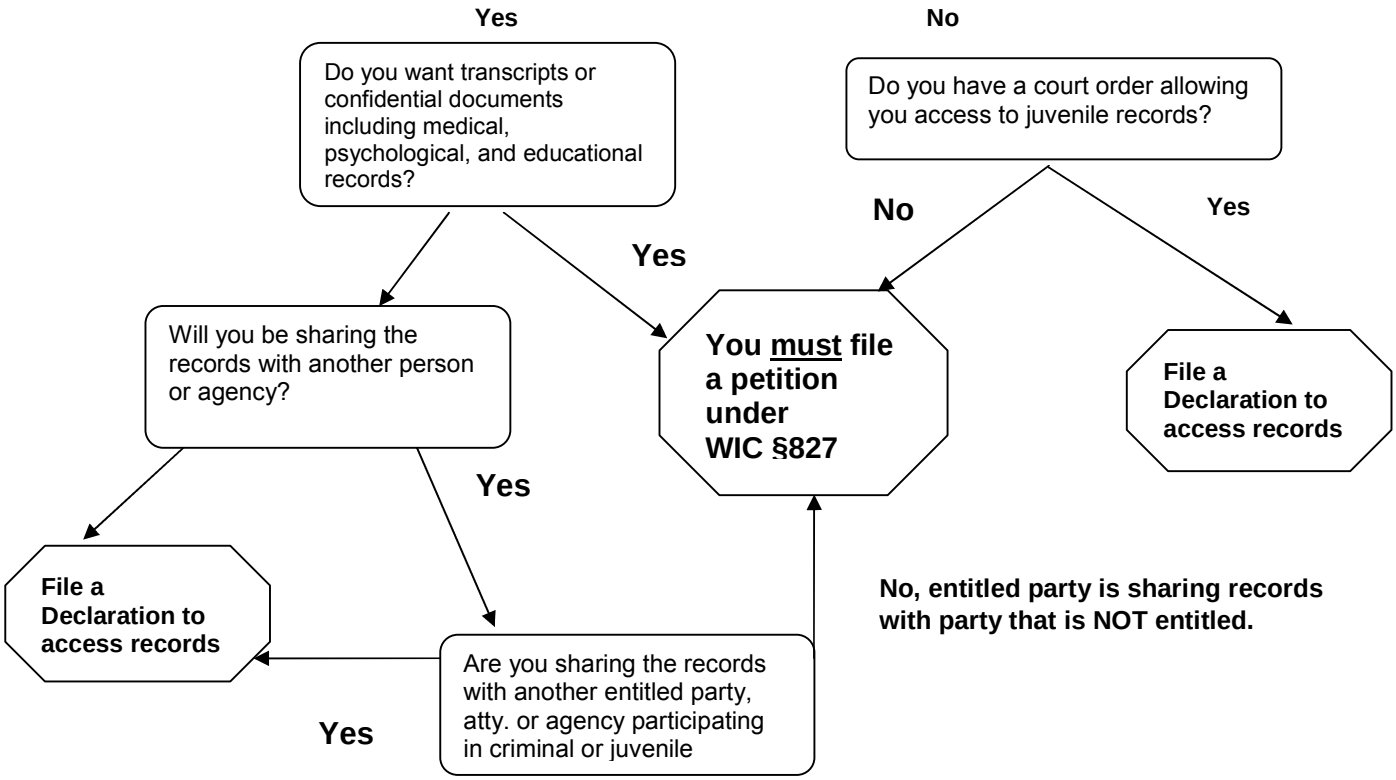

EXHIBIT A-4

PLACEMENT INFORMATION AND AUTHORIZATION FORM

AGENCY NAME: _____ **DATE:** _____

CONTACT PERSON: _____

TELEPHONE: _____ **EXT:** _____ **FAX:** _____

AGENCY ADDRESS: _____

Street City Zip

Approval is requested to enroll _____ **in** _____

Print participant's name **Agency's name**

Transitional Housing Placement Program. ***(CPM approval is REQUIRED prior to any placement)***

Enrollment requested: _____ **Participant's Phone Number:** _____

Date

Participant's Placement Address:

_____

Street **Apt #** **City** **Zip**

Caregiver: _____ **Telephone:** _____

Caregiver Address: _____

Street **Apt #** **City** **Zip**

Remote Site Model ☐ ***Yes**** ☐ ***No***

****If yes, attach CCLD approval and certification of compliance.***

TO BE COMPLETED BY COUNTY PROGRAM MANAGER (CPM)

CPM Signature _____ Date _____

☐ **APPROVED** ☐ **DENIED**

REASON(S) FOR DENIAL:

_____

_____

_____

TO BE COMPLETED BY DCFS HOUSING DIRECTOR

☐CCLD Approval attached ☐Certification of Compliance attached

Housing Director's Signature _____ Date _____

EXHIBIT A-5

UNIT VERIFICATION FORM

☐THPP ☐THP+FC

AGENCY: _____ DATE: _____

UNIT ADDRESS: _____
(INCLUDE UNIT # IF APPLICABLE)

PARTICIPANT: _____ CASE: _____

NUMBER OF BEDROOMS: _____ BATHROOM(S): _____

PARTICIPANTS THAT CURRENTLY RESIDE IN THIS UNIT:

_____ ☐THPP ☐THP+FC _____ ☐THPP ☐THP+FC

_____ ☐THPP ☐THP+FC _____ ☐THPP ☐THP+FC

MY SIGNATURE BELOW VERIFIES THAT THE ABOVE LISTED UNIT COMPLIES WITH ALL OF THE FOLLOWING:

1 Foster Participant shall not be placed with Probation Participant.
2 No more than 3 Participants shall share a Unit.
3 Each Participant shall have defined individual food storage space if there is three or more Participants in this Unit.
4 No more than two Participants shall share a refrigerator.
5 No more than 2 Participants shall share a bathroom.
6 No more than 2 Participants will share a telephone or telephone line.
7 Participant shall not share a Unit with any other individual who is not enrolled in the Program.
8 No room commonly used for other purposes shall be used as a bedroom.
9 No bedroom shall be used as a general passageway to another room.
10 Participants with an infant(s) shall be provided with a crib(s)/bassinet(s).
11 Unit has child safety features (only for Participant's placed with their child(ren).
12 Bedrooms shall have drawer and closet space for Participant's belongings.
13 Bunk beds shall not be used to furnish a bedroom.
14 Working smoke and carbon monoxide detectors are present in each hallway and bedroom.
15 One or more parking space(s) are allocated to this Unit.
16 Unit is adequately furnished with furniture/appliances that are in good and safe condition.
17 Window treatments are provided.
18 Participant was given an Emergency Plan that included emergency information, instructions and telephone numbers, including 24-hour emergency number(s) for Agency staff and CSW/DPO.
19 This Unit has a current Certificate of Compliance that meets all the requirements of California Rules and Regulations Chapter 7, Section 86030.5.

_____

AGENCY STAFF SIGNATURE PRINT NAME & TITLE DATE

EXHIBIT A-6

FURNITURE INVENTORY FORM

☐THPP ☐THP+FC

☐ **PLACEMENT INVENTORY** ☐ **QUARTERLY INVENTORY**

Today's Date: _____ Agency Name: _____

Type of Report: ☐ Entry ☐ Exit ☐ Quarterly

Participant's Name: _____

Unit Address: _____

ITEM	CONDITION		REPLACED/REPAIRED		DATE
1. Bed	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
2. Night Stand	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
3. Kitchen Table	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
4. Kitchen Chairs	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
5. Couch	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
6. Coffee Table	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
7. End Table	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
8. _____	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
9. _____	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
10. _____	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
If Entry Inventory, Participant shall be allowed to take the following items upon emancipation:					

_____

_____

CONTRACTOR'S SIGNATURE: _____

PARTICIPANT SIGNATURE: _____

ATTACH ADDITIONAL SHEETS AS NECESSARY

EXHIBIT A-7

PARTICIPANT OCCUPANCY FORM

☐ THPP ☐ THP+FC

AGENCY: _____ FOR THE MONTH OF:_____20 _____

AGENCY CAPACITY: _____

PLACEMENT DATE	PARTICIPANT NAME (Last, First)	ADDRESS (INCLUDING APT. #, City, Zip)	PHONE (Including Area Code)	THPP	THP+FC	UNIT		# OF PARTICIPANTS SHARING UNIT	UNIT CAPACITY
						BEDROOMS	BATHS		

EXHIBIT A-8

MANDATORY ORIENTATION CHECKLIST

☐ THPP ☐ THP+FC

AGENCY: _____ DATE: _____

PARTICIPANT: _____
PRINT

UNIT ADDRESS: _____
STREET APT# CITY ZIP

I UNDERSTAND AND RECEIVED COPIES OF EACH OF THE FOLLOWING:

1. ___ GRIEVANCE/COMPLAINT PROCEDURES
2. ___ AGENCY POLICIES
3. ___ AGENCY RULES
4. ___ FOSTER BILL OF RIGHTS
5. ___ LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE
6. ___ PERSONAL RIGHTS
7. ___ AGENCY EXPECTATIONS
8. ___ LIST OF FURNITURE THAT I WILL TAKE WITH ME UPON TRANSITION
9. ___ ILP PARTICIPATION
10. ___ EMERGENCY PLAN INCLUDING EMERGENCY TELEPHONE NUMBERS
11. ___ NAME AND PHONE NUMBER(S) OF MY AGENCY'S SOCIAL WORKER, AND DIRECT CARE STAFF.
12. ___ OTHER: _____
13. ___ OTHER: _____

PARTICIPANT SIGNATURE: _____ DATE: _____

CSW/DPO SIGNATURE: _____ DATE: _____

FOSTER YOUTH BILL OF RIGHTS

The California Youth Connection, a statewide organization of youth in the foster care system, has written the "Foster Youth Bill of Rights". It is an objective of foster care to ensure that the personal rights of individuals who are in out–of–home care are protected subject to limitations inherent in the foster caregiver's responsibility to ensure resident safety, safety of others and foster caregiver's role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of any individual child must be approved by COUNTY Program Director on a case by case basis. These rights include the following:

1) The right to be treated with respect.

   1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)

   2. Facilities shall ensure that privacy rights of residents are respected. Individual privacy shall be provided in all toilet, bath, shower and dressing areas. 84088(b)(4)

   3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072 (a)(3)

   4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.

   5. Residents shall have the right to be free to attend religious services and activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, in or out of the facility shall be on a completely voluntary basis. 80072(a)(5)(A)

   6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)

2) The right to adequate living conditions.

   7. The home must meet licensing standards.

8. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.

9. Residents shall be allowed to possess and use their own toilet articles. 84072(b)(7)

10. Residents shall have access to individual storage space for their private use. 84072(b)(10)

11. Residents shall possess and use his/her own personal items unless prohibited as part of a discipline program. 84072(b)(9)

12. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)

13. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.

14. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by COUNTY worker and resident except on a voluntary basis and for compensation.

3) The right to adequate voluntary medical, dental and psychiatric care.

15. Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.

16. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.

17. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.

18. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident, Medi-Cal authorization, etc.

19. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)

4) The right to fair treatment in administering rewards and punishments.

20. Facilities shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:

    Staff, residents and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in the resident's record.

    Any form of discipline which violates a resident's personal rights as specified in Sections 80072 and 84072 shall be prohibited. 84072.1(a)(b)

    New residents should not always/automatically start on the lowest level of the incentives system.

    Level assignment and privileges shall be consistent with the case plan/case plan update/court order(s).

    They should not be punished for being new and/or being moved.

21. Residents shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.

22. Residents have a right to file a complaint with the facility, as specified in Section 84072(b)(2).

5) The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.

23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not prohibited as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11).

24. Calls to the resident's authorized representative or placement agency or family members included in the service plan shall not be prohibited as a form of discipline. 84072(b)(11)(C)

25. Residents shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

26. The facility will promptly and completely answer communications to the facility from resident's relatives and/or authorized representative(s). 84072(b)(4)

27. Level systems shall not restrict personal rights as defined in Title 22, Section 84072. These include the right to approved visitors; telephone calls to parents or relatives included in the case plan, COUNTY social workers, Court Appointed Special Advocates or attorneys; access to correspondence; and access to medical care.

6) The right to education and community involvement.

28. Residents shall have the right to attend public school unless otherwise specified in their case plan.

29. Residents shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for residents to attend church and community activities. 84079(a-c)

7) The right to work and develop job skills.

30. Residents shall be allowed to participate in education, employment and ILP services. Access to these services shall not be withheld. Transportation arrangements for residents who do not have independent arrangements shall be made. 80022(b)(10)

31. The facility shall assist each youth age 14 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.

32. The facility shall support each youth who so desires in obtaining and maintaining employment by providing transportation, assisting in purchasing uniforms and providing other forms of support to the extent possible and agreed upon.

8) The right to social contacts.

Reprise 6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)

Reprise 23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not permitted as a form of discipline; do not infringe.

upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)

Reprise 25. Residents shall send and receive unopened correspondence unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

9) The right to adequate clothing.

33. Residents shall possess their own clothes. 84072(b)(6)

10) The right to a reasonable allowance.

34. Residents shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met. 84077(a)(2)

35. Residents shall possess and use their own cash resources except as specified in Section 84026. 84072(b)(8)

36. Residents' allowances may not be withheld unless regulatory criteria are met. Any amount of a resident's allowances that is withheld as a form of discipline must meet the requirements of 84026(a-c), including the requirements that the fines shall be used for the benefit of the individual resident or all residents in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because a resident is working. 84026(a-c)

37. Residents' cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs. 80026(f)

PERSONAL RIGHTS

(a) Section 80072 and 86072, Personal Rights shall not apply to nonminor dependents.

(b) The licensee shall ensure that each nonminor dependent is accorded the personal rights specified in Welfare and Institutions Code section 16001.9 and the following personal rights:

(1) A nonminor dependent shall be free from corporal or unusual punishment; infliction of pain; humiliation; intimidation; ridicule; coercion; threat; physical, sexual, mental, or other abuse; or other actions of a punitive nature including, but not limited to, interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, medication, or aids to physical functioning.

(2) To acquire, possess, maintain, and use adequate personal items. These shall include, but not be limited to, the nonminor dependent's own:

(A) Clothes.

(B) Toiletries and personal hygiene products.

(C) Belongings including furnishings, equipment, and supplies, for his or her personal living space in accordance with his or her interests, needs, and tastes.

(3) To acquire, possess, maintain, and use a personal vehicle for transportation.

(4) To select, obtain, and store food of his or her own choosing.

(5) To select, obtain, or decline medical, dental, vision, and mental health care and related services at his or her discretion.

(6) To have adequate privacy for visitors that include:

(A) Family members, unless prohibited by court order.

(B) The person or agency responsible for placing the nonminor dependent, such as a social worker or probation officer.

(C) Other visitors, unless prohibited by court order.

(7) To be informed by the licensee of the provisions of law regarding complaints, and information including, but not limited to, the address and telephone number of the licensing agency and about the confidentiality of complaints.

(8) To send and receive unopened mail, acquire, possess, maintain, and use a personal landline or cellular telephone to make and receive confidential telephone calls or a personal computer to send and receive unopened electronic communication, unless prohibited by court order.

(9) To leave or depart the THPP at any time at the discretion of the nonminor dependent.

(10) To have the independence appropriate to the status of a nonminor dependent as a legal adult, consistent with the Needs and Services Plan for the nonminor dependent or the Transitional Independent Living Plan for the nonminor dependent.

(11) To have dignity in his or her personal relationships with others in the THPP.

(A) To be free from unreasonable searches of person.

(12) To have private or personal information including, but not limited to, any medical condition or treatment, psychiatric diagnosis or treatment, history of abuse, educational records reflecting performance or behavior, progress at the THPP, and information relating to the biological family of the nonminor dependent maintained in confidence.

(A) There shall be no release of confidential information without the prior written consent of the nonminor dependent, and this information must only be released to the extent permitted by law. The licensee shall, with the consent of the nonminor dependent, only disclose relevant and necessary information about the nonminor dependent.

(13) To access information regarding available educational, training, and employment options of his or her choosing.

(14) To request assistance from THPP staff.

Welfare and Institutions Code section 16001.9, subsection (a) provides in part:

"(a) It is the policy of the state that all children in foster care shall have the following rights:

(1) To live in a safe, healthy, and comfortable home where he or she is treated with respect.

(2) To be free from physical, sexual, emotional, or other abuse, or corporal punishment.

(3) To receive adequate and healthy food, adequate clothing, and for youth in group homes, an allowance.

(4) To receive medical, dental, vision, and mental health services.

(5) To be free of the administration of medication or chemical substances, unless authorized by a physician.

(6) To contact family members, unless prohibited by court order, and social workers, attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASAs), and probation officers.

(7) To visit and contact brothers and sisters, unless prohibited by court order.

(8) To contact the Community Care Licensing Division of the State Department of Social Services or the State Foster Care Ombudsperson regarding violations of rights, to speak to representatives of these offices confidentially, and to be free from threats or punishment for making complaints.

(9) To make and receive confidential telephone calls and send and receive unopened mail, unless prohibited by court order.

(10) To attend religious services and activities of his or her choice.

(11) To maintain an emancipation bank account and manage personal income, consistent with the child's age and developmental level, unless prohibited by the case plan.

(12) To not be locked in a room, building, or facility premises, unless placed in a community treatment facility.

(13) To attend school and participate in extracurricular, cultural, and personal enrichment activities, consistent with the child's age and developmental level with minimal disruptions to school attendance and educational stability.

(14) To work and develop job skills at an age-appropriate level, consistent with state law.

(15) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors, and friends.

(16) To attend Independent Living Program classes and activities if he or she meets age requirements.

(17) To attend court hearings and speak to the judge.

(18) To have storage space for private use.

(19) To be involved in the development of his or her own case plan and plan for permanent placement.

(20) To review his or her own case plan and plan for permanent placement, if he or she is 12 years of age or older and in a permanent placement, and to receive information about his or her out-of-home placement and case plan, including being told of changes to the plan.

(21) To be free from unreasonable searches of personal belongings.

(22) To confidentiality of all juvenile court records consistent with existing law.

(23) To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.

(24) At 16 years of age or older, to have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for vocational and postsecondary educational programs, and information regarding financial aid for postsecondary education."

(c) In ensuring the rights of a nonminor dependent, the licensee is not required to permit or take any action that would infringe on the rights of others or impair the health and safety of the nonminor dependent or others in the THPP.

(1) The licensee is not prohibited from taking the following actions for the protection of the nonminor dependent or others in the THPP:

(A) Establishing house rules that include, but are not limited to, rules regarding visitation that shall apply to all visitors.

(B) Locking exterior doors and windows as long as the nonminor dependent can enter or exit the THPP.

(d) At the time of placement, the licensee shall ensure that the nonminor dependent is verbally notified of the rights specified in this section and provided with a written copy of these rights and information regarding agencies the nonminor dependent may contact concerning violations of these rights.

NOTE: Authority cited: Sections 1530, 1531, and 1559.110, Health and Safety Code; Sections16001.9 and 16522, Welfare and Institutions Code; Section 4 of Assembly Bill (AB) 12 (Chapter559, Statutes of 2010); and Section 21 of Assembly Bill (AB) 1695 (Chapter 653, Statutes of 2001). Reference: California Constitution, Article 1, Section 13; Sections 1501, 1501.1, 1502.7(b)(1), 1520, 1530.91, 1531, Health and Safety Code; Sections 361.2(j) - (j)(2), 369.5,727(a)(3), 827, and 16001.9, 16500, and 16522.1, Welfare and Institutions Code; Section 51, Civil Code; and Section 12921, Government Code

EXHIBIT A-11

PARTICIPANT INVENTORY

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

Address: _____ Phone: _____

☐ **Initial Inventory** ☐ **Quarterly Inventory** ☐ **Exit Report**

*CLOTHING (Required):	# NEEDED	REQUESTED/REPLACED
☐ School Outfits (6)		
☐ Casual Outfits (8)		
☐ Employment Outfits (3)		
☐ Regulation P.E. Outfit (1)		
☐ Sweater (1)		
☐ Jacket/Coat (1)		
☐ Belt (2)		
☐ Tennis/School Shoes (1)		
☐ Tennis/Casual Shoes (1)		
☐ Employment Shoes (1)		
☐ T-shirts (4-6)		
☐ Underpants (8)		
☐ Bra Female (2)		
☐ Slip Female (2)		
☐ Pantyhose Female (4-6)		
☐ Socks (8)		
☐ Pajama/Gown (2-4)		
☐ Bathrobe (1)		
☐ Slippers (1)		
☐ Other: _____		

****CLEANING SUPPLIES:**

- ☐ All Purpose Cleaner
- ☐ Scouring Powder
- ☐ Bleach
- ☐ Mildew Remover
- ☐ Sponges
- ☐ Broom
- ☐ Mop & Bucket
- ☐ Paper Towels
- ☐ Glass Cleaner
- ☐ Furniture Polish
- ☐ Dust Cloths
- ☐ Dish Rag (3)
- ☐ Dish Towels (5)
- ☐ Oven Cleaner
- ☐ Other: _____

****PERSONAL HYGIENE:**

- ☐ Facial Tissue
- ☐ Bath Soap
- ☐ Toothbrush/Toothpaste
- ☐ Mouthwash
- ☐ Dental Floss
- ☐ Deodorant
- ☐ Comb
- ☐ Brush
- ☐ Shampoo
- ☐ Hair Care Products
- ☐ Lotion
- ☐ Acne Medication
- ☐ Sanitary Napkins/Tampons (Female)
- ☐ Q-Tips
- ☐ Petroleum Jelly
- ☐ Toilet Paper
- ☐ Other: _____

****FIRST AID:**

- ☐ Sterile Gauze
- ☐ First-Aid Tape
- ☐ Sterile Gauze Pads
- ☐ Cotton Balls
- ☐ Rubbing Alcohol
- ☐ Hydrogen Peroxide
- ☐ Antiseptic Spray
- ☐ Current First Aid Manual (Approved by the American Red Cross, American Medical Association or State/Federal Agency)
- ☐ Other: _____

****LINENS:**

- ☐ Fitted Sheet
- ☐ Flat Sheet
- ☐ Pillowcase
- ☐ Blanket
- ☐ Bedspread
- ☐ Bath Towels (2)
- ☐ Wash Cloths (5)
- ☐ Other: _____

****LAUNDRY SUPPLIES:**

- ☐ Laundry Detergent
- ☐ Bleach
- ☐ Fabric Softener
- ☐ Stain/Spot Remover
- ☐ Laundry Basket
- ☐ Other: _____

NOTES:

* At the initial placement Agency shall request missing items through Participants CSW/DPO. At any other time during the placement, Participant is responsible for replacing necessary items and shall be counseled by agency staff on how to do so.

** Upon initial placement, Contractor has provided you with all of the above FULL-SIZED personal hygiene items listed above. If the Participant shares a unit with other Participant(s), Contractor shall initially supply cleaning items to the unit and Participant(s) will be responsible for them on an as needed basis.

Participant's Signature: _____ Date: _____

Contractor's Signature: _____ Date: _____

EXHIBIT A-11a

DCFS 2281 CLOTHING STANDARD (Revised 2/2005)

When determining the adequacy of clothing, consider the following:

- Special activities clothing for sports/gym, dance, proms, or graduation
- Periods of rapid growth
- Size changes during pregnancy and post delivery
- Frequency of laundering

School uniforms, if applicable, can meet up to 2 outfits of the clothing standard.

Children should begin to participate in the selection and purchases of their clothing as soon as possible. Teens should also participate in the maintenance of their wardrobe (washing, ironing, mending, etc.)

INFANT:	NAME:	NAME:	NAME:	NAME:
2-4 receiving blankets				
2 large blankets				
2 blanket sleepers				
8 one-piece stretch suits and/or 8 outfits for everyday play				
1 outfit for dressy/Sunday/ special occasions				
1 sweater and cap set				
1 pair booties/play shoes				
8 pair socks				
4-6 undershirts				
3 dozen cloth diapers. 1 dozen diaper liners, 2 pairs plastic pants OR 3 dozen disposable diapers				
8 bibs				
1 swimsuit, if applicable				
Meets standard:	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2 YEARS AND OLDER:	NAME:	NAME:	NAME:	NAME:
*outfits				
2-3 pairs of shoes				
Nightwear, bedroom slippers				
2 sweatshirts/sweaters				
1 jacket or coat appropriate to				
1 swimsuit, if applicable				
Meets standard:	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

*4 outfits at initial placement; 7 outfits within 30 days of initial placement, 10 outfits within 60 days of initial placement, 12 outfits within 120 days of initial placement (an outfit includes all necessary undergarments: socks/pantyhose; jeans/pants/slacks/skirts; shirts/t-shirts/blouses; dresses).

EXHIBIT A-12

MONTHLY FINES LOG

☐ THPP ☐ THPP+FC

Agency: _____

Client Name:	Date of Birth:
Date of Entry:	Date of Termination:

Total Fines:	$
Total Credits:	$
Balance Due:	$

Date of Fine:	Fine:	Date of Credit:	Credits	Balance:	Reason for Fine/Outcome:
TOTALS:	$		$	$	
Participant Signature:					
Contractor Signature:					

Totals Fines Incurred by Client:	$
Total Fines Paid by Client	$
Balance Due by Client:	$

EXHIBIT A-13

MONTHLY ALLOWANCE LOG

(THPP)

FOR: _____ 20 _____
(MONTH)

AGENCY: _____

PARTICIPANT: _____
(PRINT NAME)

ITEM **		AMOUNT RECEIVED	DATE	CLIENT INITIAL	AMOUNT RECEIVED	DATE	CLIENT INITIAL	TOTAL RECEIVED
FOOD	$200.00	$			$			$
LAUNDRY/ DRYCLEANING	$30.00	$			$			$
TOILETRIES	$15.00	$			$			$
CLOTHING	$50.00	$			$			$
CLEANING SUPPLIES	$15.00	$			$			$
BUS PASS	$30.00	$			$			$
RECREATION	$50.00	$			$			$
SAVINGS	$240.00	$			$			$
MISC.	$30.00	$			$			$
OTHER:		$			$			$
FINES:		$			$			$
____ Instance for:		($)			($)			($)
INCOME								
SOURCE:		$			$			$
SOURCE: INFANT SUPPLEMENT		$			$			$
TOTAL EXPENSES/INCOME								$

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED AND I AGREE TO ADHERE TO THE ABOVE ESTIMATED MONTHLY BUDGET.

_____
PARTICIPANT'S SIGNATURE DATE

_____
PARTICIPANT'S SIGNATURE DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
$	$	$

I PLAN ON USING MY SAVINGS UPON EMANCIPATION FOR THE FOLLOWING:

_____

_____
AGENCY STAFF DISTRIBUTING ALLOWANCE DATE

_____
AGENCY STAFF DISTRIBUTING ALLOWANCE DATE

* PARTICIPANT IS ONLY RESPONSIBLE FOR THEIR PORTION OF THE BILL ABOVE THE BASIC RATE

** THESE ARE THE MINIMUM AMOUNTS THAT THE PARTICIPANT IS TO RECEIVE MONTHLY

PARTICIPANT SAVINGS LEDGER

EXHIBIT A-13a

☐ THPP ☐ THPP+FC

Agency: _____

Client Name:	Date of Birth:
Date of Entry:	Date of Termination:

Beginning Balance:	$
Current Balance:	$
Total Credits:	$
Total Debits:	$
Ending Balance:	$

Date:	Credits:	Debits:	Balance:	Transaction Notes:	
TOTALS:	$	$	$	ACCRUED INTEREST:	$

Ending Balance	$	Date Funds Paid:			
Participant Signature:				Amount Advanced to Client:	$
				Balance Paid to Client:	$
Contractor Signature:				Balance Due to Client:	$

ROUTINE CHORES LOG

☐ THPP ☐ THP+FC

FOR THE WEEK ENDING: _____ 20 _____

AGENCY: _____ UNIT ADDRESS: _____

INITIAL THE APPROPRIATE BOX TO INDICATE
THE DAY YOU CLEANED THE ROOM

RESPONSIBLE PARTICIPANT'S NAME	ROOM	MON	TUE	WED	THURS	FRI	SAT	SUN
	BEDROOM 1							
	BEDROOM 2							
	BATHROOM 1							
	BATHROOM 2							
	KITCHEN							
	DINING ROOM							
	LIVING ROOM							
	COMMON AREAS							

EACH OF THE ITEMS IN EACH ROOM MUST BE COMPLETED TO CHECK THE BOXES ABOVE

BEDROOM(S)	BATHROOM(S)	KITCHEN (DAILY)	DINING ROOM (DAILY)
ROOM IS NEAT	SINK CLEAN	SINK AND COUNTERS CLEAN	TABLE CLEAN AND CLEAR
BED IS MADE	TUB/SHOWER CLEAN	DISHES WASHED AND PUT	FLOOR CLEAN
SHEETS/BEDSPREAD/BLANKET	WINDOWS & MIRROR CLEAN	TRASH EMPTIED	WALLS CLEAN
DRAWERS ARE STRAIGHT NO TRASH IN ROOM FLOOR IS	FLOOR CLEAN/MOPPED TOILET CLEAN	CABINETS/WALLS CLEAN STOVE/OVEN CLEAN REFRIGERATOR	WINDOWS AND SILLS CLEAN WINDOW COVERINGS CLEAN/DUSTED FURNITURE DUSTED
FURNITURE DUSTED CLOSET IS NEAT WINDOWS AND SILLS CLEAN	TOWELS CLEAN TRASH EMPTIED	FOOD STORED PROPERLY AND SAFELY FLOOR SWEPT/MOPPED	NO TRASH IN ROOM

LIVING ROOM	COMMON AREAS
FURNITURE CLEAN AND DUSTED	CLEAN AND NEAT
FLOOR VACUUMED	WALKWAYS SWEPT
WINDOWS AND SILLS CLEAN	DOORMAT CLEAN
WINDOW COVERINGS CLEAN	
LIGHT FIXTURES CLEAN	
NO TRASH IN ROOM	
AREA NEAT AND ORDERLY	

I AGREE TO THE ABOVE SCHEDULE:

PARTICIPANT'S SIGNATURE DATE PARTICIPANT'S SIGNATURE DATE

PARTICIPANT'S SIGNATURE DATE PARTICIPANT'S SIGNATURE DATE

MEDICATION DISPENSING LOG

☐ THPP ☐ THP+FC

AGENCY NAME: _____ DATE: _____

PARTICIPANT NAME: _____ CASE #: _____

NAME OF MEDICATION *	DR. NAME	DOSAGE (AMOUNT + TIMES PER DAY, e.g. 1 tablet 3x per day)	QUANTITY PRESCRIBED (e.g. 30 tablets)	PRESCRIBED START DATE	PRESCRIBED END DATE

List any problems/reactions Participant had to above medications: _____

List any medications that the Participant is allergic to: _____

PARTICIPANT'S MEDICATION LOG for each medication listed above must be attached once completed by Participant and verified by agency staff. PARTICIPANT'S MEDICATION LOG shall also to be used/attached for all over-the-counter medications.

PARTICIPANT'S MEDICATION LOG

☐ THPP ☐ THP+FC

AGENCY: _____
Please Print

MY NAME: _____
Please Print

TODAY'S DATE	TIME	AMOUNT I TOOK AT THIS TIME (SUCH AS, 2 TABLETS)	MEDICATION NAME	OVER THE COUNTER Yes	OVER THE COUNTER No	DR. NAME	MY INITIALS
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
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/ /0__	: AM/PM						
/ /0__	: AM/PM						

AGENCY STAFF VERIFYING INFORMATION: _____ SIGNATURE: _____

PARTICIPANT MUST TRACK EACH MEDICATION PRESCRIBED OR ANY OVER-THE-COUNTER MEDICATION USED.
USE AS MANY SHEETS AS NECESSARY.

EXHIBIT A-18

DAILY EDUCATIONAL LOG

☐ THPP ☐ THP+FC

FOR THE WEEK ENDING: _____ 20 _____
AGENCY: _____
PARTICIPANT: _____

TODAY'S DATE	ACTIVITY	TIME SPENT	INITIALS

MY SIGNATURE BELOW CERTIFIES THAT I HAVE COMPLETED THE ABOVE-DESCRIBED ACTIVITIES IN ORDER TO ACHIEVE MY EDUCATIONAL AND/OR VOCATIONAL GOALS OF:

_____

_____

_____

PARTICIPANT SIGNATURE: _____ DATE: _____

AGENCY STAFF SIGNATURE: _____ DATE: _____

SPECIAL INCIDENT REPORTING GUIDE FOR TRANSITIONAL HOUSING PLACEMENT PROGRAMS (THPP)

The Los Angeles County Department of Children and Family Services (DCFS) has developed this reporting guide. It does not supersede the requirements outlined in California Code of Regulations, Title 22, Sections 80061, and 86061; and the THPP Statement of Work, Section 2.5.

The THPP shall maintain a copy of all reports as required in Sections 1 through 6 of this guide in the child's file. The THPP shall also summarize the information in the child's quarterly reports to the DCFS Children's Social Worker/Probation Department's Deputy Probation Officer. Children's files shall be retained for at least five years following the term of this Agreement or three years from the date of the submission of the final expenditure report in accordance with the Agreement, Section 46.0.

Many of these special incident reporting decisions require good judgment and sound discretion. If in doubt whether to report, the THPP should call the appropriate agency for clarification. Whoever is reporting should be prepared for follow-up questions and have expertise in the reporting procedure.

The THPP shall report special incidents to the DCFS County Program Manager (CPM); Children's Social Worker (CSW)/Deputy Probation Officer (DPO); and Community Care Licensing (CCL) via the **I-Track web-based system** at https://itrack.dcfs.lacounty.gov as specified in the tables below.

If the THPP cannot obtain complete information regarding the incident within the required reporting timeframes, the agency should submit an initial SIR that includes as much information as possible. If the THPP determines that it is necessary to provide additional information about the incident for which an I-Track report has already been submitted, the agency may submit an addendum within seven business days of becoming aware of the incident per the Title 22 requirements noted above. If the I-Track web-based system is off-line, the THPP shall use fax as a substitute per the tables below and resubmit the report via I-Track – noting the date of the previously faxed submission – as soon as it comes back on-line.

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6. AGENCY EMERGENCY/DISASTER..... 4
7. SIGNIFICANT CHANGE IN THPP..... 4

1. **BEHAVIORAL/MENTAL HEALTH INCIDENT** – Incident that adversely affects the physical health, mental health, emotional health, educational well-being or safety of a child.

   Incident **may include, but is not limited to**, the following examples:
   - Assaultive Behavior (Caregiver)
   - Assaultive Behavior (Peer)
   - Assaultive Behavior (Other)
   - Inappropriate Sexual Behavior
   - Medical Related
   - Physical Restraint
   - Police Involvement
   - Property Damage
   - Seclusion
   - Self Injurious Behavior
   - Staff Related
   - Substance Abuse
   - Suicidal Ideation
   - Suicide Attempt
   - Theft

HOW	TO WHOM	WHEN
Telephone	CSW/DPO/SDPO	By the next business day
I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the next business day
	CPM	By the next business day
	CCL	By the next business day

2. **INJURY, ILLNESS OR ACCIDENT** – Incident that results in medical treatment by a health care professional beyond routine medical care, with the exception of planned surgery. *If in doubt, report or call the required agency for clarification.*

   Incident **may include, but is not limited to**, the following examples:
   - Accident
   - Illness
   - Injury
   - Hospitalization (Medical or Psychiatric)

HOW	TO WHOM	WHEN
Telephone	CSW/DPO/SDPO	By the next business day
I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the next business day
	CPM	By the next business day
	CCL	By the next business day

3. **DEATH**

HOW	TO WHOM	WHEN
Telephone	CSW/DPO/SDPO (Agency to confirm that DCFS will contact parent/guardian)	Immediately
	CPHL at (800) 540-4000	Immediately

I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the same business day (if after hours, by the next business day)
	CPM	By the same business day (if after hours, by the next business day)
	CCL	By the next business day

4. **UNAUTHORIZED ABSENCE** – Absence of a child without the permission and supervision of the caregiver which threatens the physical health, emotional health, or safety of the child.

   Incident **may include, but is not limited to**, the following examples:
   - Abduction
   - Runaway

HOW	TO WHOM	WHEN
Telephone	Law Enforcement	Immediately
	CSW (If after hours, call CPHL)/DPO/SDPO	Immediately (if after hours, by the next business day)
I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the same business day (if after hours, by the next business day)
	CPM	By the same business day (if after hours, by the next business day)
	CCL	By the next business day

5. **CHILD ABUSE** – *All personnel are required by law to report known, suspected, or alleged incidents of child abuse as defined in Penal Code Sections 11165-11174.4.*

   Incident **may include, but is not limited to**, the following examples:
   - Neglect (including medical neglect)
   - Physical – an injury purposefully inflicted upon a minor (including corporal punishment and willful cruelty or infliction of unjustifiable pain or punishment)
   - Sexual (including sexual assault, sexual exploitation through pornography or prostitution, sexual activity between minors, and sexual activity between an adult and a minor)
   - Verbal/Emotional

HOW	TO WHOM	WHEN
Telephone	CSW/DPO/SDPO	Immediately
	CPHL	Immediately
	Law Enforcement	Immediately
I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the same business day (if after hours, by the next business day)
	CPM	By the next business day
	CCL	By the next business day

NOTE: Written submission of State Form SS8572, "Suspected Child Abuse Report," within 36 hours is mandatory. Please indicate in the SIR (I-Track) that the SS8572 is forwarded to required parties.

6. **AGENCY EMERGENCY/DISASTER** – Incident that involves the community or physical plant and may have a serious impact on residents or create a potentially dangerous environment.

   Incident **may include, but is not limited to**, the following examples:
   - Earthquake Damage
   - Epidemic
   - Explosion
   - Fire
   - Flood

HOW	TO WHOM	WHEN
Telephone	Local Fire Authority for all fires and explosions (Section 80061(b)(1) of CCR)	Immediately
	Local Health Officer for all epidemic outbreaks (Section 80061(b)(1) of CCR)	Immediately
	CSW/DPO/SDPO	By the next business day
	CPM	By the next business day
	CCL	By the next business day
I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the next business day
	CPM	By the next business day
	CCL	By the next business day

7. **SIGNIFICANT CHANGE IN THPP** – Change in agency's operations which impacts services to children. **NOTE: Agencies are not required to report significant changes in THPPs via I-Track; however, these incidents much be reported per the requirements in the California Code of Regulations Title 22, Sections 80061 and 88061.**

   Incident **may include, but is not limited to**, the following examples:
   - Administration (e.g., Chief Executive Officer, Administrator)
   - Mailing Address
   - Plan of Operation
   - Staffing disruption (e.g., strike or staff shortage)

PROGRESS REPORT

EXHIBIT A-20

☐ THPP ☐ THP+FC

☐ INITIAL ☐ UPDATED REPORT MONTH: _____ 20 ___

AGENCY NAME: _____

Participant Name: _____ Age: _____ Telephone: _____

Address: _____ DOP: _____

Projected Emancipation Date: _____ On Target? ☐ Yes ☐ No

CSW/DPO Telephone: _____

Permanent Adult Connection Telephone: _____

Medical (Last Annual Exam)

Date	Purpose	Outcome	Next Appointment

Medical (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Physical Health: ☐ Good ☐ Fair ☐ Poor

Dental (Last Annual Exam)

Date	Purpose	Outcome	Next Appointment

Dental (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Dental Health: ☐ Good ☐ Fair ☐ Poor

Psychological (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Psychological Health: ☐ Good ☐ Fair ☐ Poor

Social Worker Contacts

Date	Purpose	Contact Type	Outcome

Family/ Friends Contacts

Date	Person Name/Relationship	Contact Type	Outcome

COMPONENT/GOALS	GOAL PROGRESS				COMMENTS
GENERAL	Good	Fair	Poor	Date Completed	
Self-Awareness					
Personal & Family Values					
Sex Roles					
Goal Setting					
Decision Making					
Parenthood					
Sexuality					
STDs					
EDUCATIONEMPLOYMENT					
High School Graduation					
Attendance					
College Entrance Exams					
ROP Training					
Community Training					
Community College Training					
Other:					
EMPLOYMENT					
Resume					
Interview Techniques					
Career Assessments					
Career/Vocational Research					
Number of Job Applications Completed _____					
Apprentice Program Applications Completed _____					
Intern Applications Completed _____					
TRANSPORTATION					
Transportation Routes					
Driver's Education					
Driver's Permit					
Driver's License					
Auto Purchase/Insurance					
CONSUMER LIFE SKILLS					
Budget Adherence					
Clothing Maintenance					
FOOD AND NUTRITION					
Budget Adherence					
Menu Planning/Shopping					
Meal Preparation					
Food Storage					
Food Supply					
MONEY MANAGEMENT					
California Identification Card					
Checking Account					
Savings Account					
Budget Development					
Establishing Credit					
Insurance					
HOUSEHOLD MANAGEMENT					
Unit Maintenance					
Roommate Relationship					
SECURED HOUSING					
Leasing an Apartment					
Furnishings					
Other:					

Education

Does youth possess one of the following? ☐ High School Diploma ☐ GED ☐ No

Check Highest Grade Completed: ☐ 9 / ☐ 10/ ☐ 11/ ☐ 12

Current/ Last School Attended: _____

CAHSEE Math: ☐ Not Taken/ ☐ Passed/ ☐ Not Passed **CHASEE English:** ☐ Not Taken/ ☐ Passed/ ☐ Not Passed

Does youth have an Individual Education Plan? ☐ Yes ☐ No

Does youth possess one of the following? ☐ High School Diploma ☐ GED ☐ Other _____

Date of High School Graduation: _____ Date Passed GED: _____

Current/Last College/Trade School Attended: _____ Units Completed: _____

Employment/Financial Information

Employed? ? ☐ Yes/ ☐ No/ ☐ Full Time/ ☐ Part Time Hours per week: _____

Name of Employer: _____

Address: _____ City: _____ Zip Code: _____

Supervisor: _____ Supervisor's Phone: _____

Date Hired: _____ Hourly Salary: $ _____ Monthly Salary: $ _____

Title and Description of Duties: _____

If not employed, list primary source of income: ☐ General Relief ☐ Social Security Insurance ☐ No Income ☐ Monthly Allowance ☐ Other (Explain): _____

Savings account? ☐ Yes ☐ No Balance: _____

Checking account? ☐ Yes ☐ No Balance: _____

Career/Vocational Goal: _____

Treatment Status

Describe any adjustment issues (related to placement, peers, staff, community, education, employment, etc.), treatment implemented and Participant's response:

Adjustment: _____

Describe the specific treatment plan, including short-tem and long-term goals from above:

Participant's Response: _____

Assessment of unmet needs: _____

Efforts made to meet the needs: _____

Case Plan Update

The following items were noted in the Participant's Case Plan:

_____

_____

_____

_____

The Agency assisted the Participant in working toward the following case goals by:

GOAL:	ASSISTANCE:

The Agency observed progress by the Participant in the following areas:

_____

_____

_____

_____

The Agency assisted the Participant in COMPLETING the following case goals by:

GOALS COMPLETED:	ASSISTANCE:	DATE:

Recommendations for Case Plan Update: _____

_____

_____

_____

_____

If the Participant exited, complete this section. The Participant exited during _____ *day of the month.*

The Participant ☐ *completed* ☐ *did not complete the Program.*

The Participant exited to (destination)

The Participant ☐ *was* ☐ *was not employed at exit.*

How can the Participant be contacted (list phone number, address, emergency contact, etc.)?

_____

All of the above has been discussed with me. _____

Participant's Signature

_____ _____

Staff Signature Date

PARTICIPANT MONTHLY SURVEY

EXHIBIT A-21

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

Address: _____ Phone: _____

Instructions: You must complete this survey each month that you participate in the Program.
Please select and date **all trainings received** this month.

EMPLOYMENT TRAINING:	**HANDOUTS PROVIDED**	
☐ How to Find a Job/Resources	☐ Yes☐No	Date: _____
☐ Writing a Resume	☐ Yes☐No	Date: _____
☐ Complete a Master Application	☐ Yes☐No	Date: _____
☐ Applying for a Job	☐ Yes☐No	Date: _____
☐ Writing a Cover Letter	☐ Yes☐No	Date: _____
☐ Getting a Reference/Reference Letter	☐ Yes☐No	Date: _____
☐ Dressing for an Interview	☐ Yes☐No	Date: _____
☐ Interviewing Skills	☐ Yes☐No	Date: _____
☐ Writing Thank You Letters After an Interview	☐ Yes☐No	Date: _____
☐ Updating Your Resume/Master Application	☐ Yes☐No	Date: _____
☐ Getting a Promotion	☐ Yes☐No	Date: _____
☐ Finding a Better Job	☐ Yes☐No	Date: _____
☐ Getting an Apprentice Position	☐ Yes☐No	Date: _____
☐ Career/Vocational Exploration	☐ Yes☐No	Date: _____
☐ Career Assessments	☐ Yes☐No	Date: _____

☐ Other Trainings/Comments: _____

_____

_____

TRANSPORTATION:	**HANDOUTS PROVIDED**	
☐ Local Transportation	☐ Yes☐No	Date: _____
☐ Bus Tokens	☐ Yes☐No	Date: _____
☐ Bus Pass/Rail Pass	☐ Yes☐No	Date: _____
☐ Buying a Car	☐ Yes☐No	Date: _____
☐ Car Maintenance	☐ Yes☐No	Date: _____
☐ Auto Insurance	☐ Yes☐No	Date: _____
☐ Driver's License	☐ Yes☐No	Date: _____
☐ Auto Financing	☐ Yes☐No	Date: _____
☐ Californian ID	☐ Yes☐No	Date: _____
☐ Car Registration	☐ Yes☐No	Date: _____
☐ Smog Checks	☐ Yes☐No	Date: _____
☐ State Programs for Smog Check	☐ Yes☐No	Date: _____
☐ Bureau of Automotive Repair (BAR)	☐ Yes☐No	Date: _____
☐ Finding a Mechanic	☐ Yes☐No	Date: _____
☐ Alternate Transportation	☐ Yes☐No	Date: _____

☐ Other Trainings/Comments: _____

_____

_____

PARTICIPANT MONTHLY SURVEY EXHIBIT A-21

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

Address: _____ Phone: _____

PREGNANCY/PARENTING:	HANDOUTS PROVIDED	
☐ Birth Control/Safe Sex	☐ Yes☐No	Date: _____
☐ Family Planning	☐ Yes☐No	Date: _____
☐ Parenting/Co-Parenting	☐ Yes☐No	Date: _____
☐ Child Care/Child Safety	☐ Yes☐No	Date: _____
☐ Nutrition	☐ Yes☐No	Date: _____
☐ Family Law	☐ Yes☐No	Date: _____

☐ Other Trainings/Comments: _____

MEDICAL/DENTAL:	HANDOUTS PROVIDED	
☐ Using a Medi-Cal Card	☐ Yes☐No	Date: _____
☐ Making an Appointment with a Doctor	☐ Yes☐No	Date: _____
☐ Calling for Emergency Medical Care	☐ Yes☐No	Date: _____
☐ First Aid Training	☐ Yes☐No	Date: _____
☐ Making a Dentist Appointment	☐ Yes☐No	Date: _____
☐ Calling for Emergency Dental Care	☐ Yes☐No	Date: _____
☐ Getting Private Health Insurance after Transition	☐ Yes☐No	Date: _____
☐ Health Care Deductibles	☐ Yes☐No	Date: _____
☐ Supplemental Insurance	☐ Yes☐No	Date: _____
☐ Life Insurance	☐ Yes☐No	Date: _____
☐ Common Aches and Pains	☐ Yes☐No	Date: _____
☐ When to Call a Doctor/Dentist	☐ Yes☐No	Date: _____
☐ Age Appropriate CPR Training (if you have a child)	☐ Yes☐No	Date: _____

☐ Other Trainings/Comments: _____

FOOD PREPARATION/NUTRITION:	HANDOUTS PROVIDED	
☐ Meal/Menu Preparation	☐ Yes☐No	Date: _____
☐ Nutrition and/or Special Diets	☐ Yes☐No	Date: _____
☐ Food Storage	☐ Yes☐No	Date: _____
☐ Food Management/Maintenance	☐ Yes☐No	Date: _____
☐ Kitchen Hygiene	☐ Yes☐No	Date: _____
☐ Safely Preparing/Cooking Food	☐ Yes☐No	Date: _____
☐ Cooking Lessons	☐ Yes☐No	Date: _____
☐ Comparison Shopping	☐ Yes☐No	Date: _____

☐ Other Trainings/Comments: _____

PARTICIPANT MONTHLY SURVEY EXHIBIT A-21

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

UNIT:	HANDOUTS PROVIDED	
☐ Using Household Chemicals	☐ Yes☐No	Date: _____
☐ Washing Dishes	☐ Yes☐No	Date: _____
☐ Mopping Floors	☐ Yes☐No	Date: _____
☐ Cleaning/Disinfecting a Bathroom	☐ Yes☐No	Date: _____
☐ Cleaning/Disinfecting a Kitchen	☐ Yes☐No	Date: _____
☐ Minor Household Repairs	☐ Yes☐No	Date: _____
☐ Sorting/Washing Laundry	☐ Yes☐No	Date: _____
☐ Calling for Help in an Emergency	☐ Yes☐No	Date: _____
☐ Using a Fire Extinguisher	☐ Yes☐No	Date: _____
☐ Responding in an Earthquake	☐ Yes☐No	Date: _____
IN MY UNIT I HAVE:		
☐ Drawer Space of My Own	☐ Yes☐No	Date: _____
☐ Closet Space for My Clothes and Other Items	☐ Yes☐No	Date: _____
☐ A Working Carbon Monoxide Detector in the Hall(s)	☐ Yes☐No	Date: _____
☐ A Working Smoke Detector in the Hall(s)	☐ Yes☐No	Date: _____
☐ A Working Smoke Detector in My Bedroom	☐ Yes☐No	Date: _____
☐ My Chore List Posted	☐ Yes☐No	Date: _____
☐ Chores that are Rotated Roommates and Me	☐ Yes☐No	Date: _____
☐ Furniture in Good and Safe Condition	☐ Yes☐No	Date: _____
☐ A Clean and Safe Unit	☐ Yes☐No	Date: _____
☐ Received Training to Keep My Unit Safe/Clean	☐ Yes☐No	Date: _____
☐ Food Storage Areas of My Own	☐ Yes☐No	Date: _____
☐ Access to a Working Washer/Dryer	☐ Yes☐No	Date: _____
☐ Suitable Window Coverings	☐ Yes☐No	Date: _____

☐ Other Trainings/Comments: _____

PERSONAL CARE:	HANDOUTS PROVIDED	
☐ Replacing Personal Care Items	☐ Yes☐No	Date: _____
☐ Personal Hygiene	☐ Yes☐No	Date: _____
☐ Caring for Your Personal Care Items	☐ Yes☐No	Date: _____
☐ Using Over the Counter Medication	☐ Yes☐No	Date: _____
☐ First Aid	☐ Yes☐No	Date: _____
☐ Emergency/Natural Disaster Training	☐ Yes☐No	Date: _____

☐ Other Trainings/Comments:

MONEY MANAGEMENT:	HANDOUTS PROVIDED	
☐ Budgeting	☐ Yes☐No	Date: _____
☐ Managing My Allowance	☐ Yes☐No	Date: _____
☐ How to Open a Savings/Checking Account	☐ Yes☐No	Date: _____

☐ Other Trainings/Comments: _____

PARTICIPANT MONTHLY SURVEY EXHIBIT A-21

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

TRAINING/RESOURCES: **HANDOUTS PROVIDED**

☐ Time Management	☐ Yes☐No	Date: _____
☐ Study Skills	☐ Yes☐No	Date: _____
☐ Educational Goals	☐ Yes☐No	Date: _____
☐ Basic Computer Skills	☐ Yes☐No	Date: _____
☐ Educational Enrichment Program (2 hrs./day)	☐ Yes☐No	Date: _____
	☐ Yes☐No	Date: _____

RECREATION/LEISURE:

Did you participate in any of the following activities?	**Did the Agency offer access to the activities?**	
☐ Reading Material	☐ Yes☐No	Date: _____
☐ Games	☐ Yes☐No	Date: _____
☐ Radio	☐ Yes☐No	Date: _____
☐ Television	☐ Yes☐No	Date: _____
☐ VCR/DVD	☐ Yes☐No	Date: _____
☐ VHS/DVD Movies	☐ Yes☐No	Date: _____
☐ Movies	☐ Yes☐No	Date: _____
☐ Concerts	☐ Yes☐No	Date: _____
☐ Sporting Events	☐ Yes☐No	Date: _____
☐ Park/Beach	☐ Yes☐No	Date: _____
☐ Cultural Events	☐ Yes☐No	Date: _____
☐ Museums	☐ Yes☐No	Date: _____
☐ Art Exhibits	☐ Yes☐No	Date: _____
☐ Theater	☐ Yes☐No	Date: _____
☐ Community Events	☐ Yes☐No	Date: _____

☐ Other/Comments: _____

Miscellaneous:
I Have:

☐ Adequate/Appropriate Clothing	☐ Yes☐No	Date: _____
☐ 3 Outfits Suitable for Employment	☐ Yes☐No	Date: _____
☐ A Social Security Card	☐ Yes☐No	Date: _____
☐ CA State ID/Driver's License	☐ Yes☐No	Date: _____
☐ A Personal Savings/Checking Account	☐ Yes☐No	Date: _____
☐ Gainful Employment	☐ Yes☐No	Date:

☐ My Allowance is Enough to Meet My Needs

I would like additional training in the following areas:

_____

_____

_____

Participant's Signature: _____ Date: _____

Contractor's Signature: _____ Date: _____

DECLARATION OF COMPLIANCE REPORT

EXHIBIT A-22

☐ THPP ☐ THP+FC

TO BE COMPLETED WHENEVER CONTRACTOR'S STAFF RECEIVES TRAINING

AGENCY: _____ TODAY'S DATE: _____

IN-SERVICE TRAINING RECEIVED THIS MONTH

MONTH/ DAY	TOPIC	NUMBER OF HOURS	PRESENTER	CREDENTIALS	NUMBER OF STAFF IN ATTENDANCE	HANDOUTS/ MATERIAL PROVIDED (Y OR N)

TRAINING DESCRITION: _____

_____

TRAINING START TIME: _____ STOP TIME: _____

PERSON(S) CONDUCTING TRAINING:

NAME	TITLE OR POSITION	COMPANY/AGENCY NAME	ADDRESS	TELEPHONE

STAFF IN ATTENDANCE:

	STAFF NAME	POSITION	WORK LOCATION/ADDRESS	SIGNATURE	DATE
1					
2					
3					
4					
5					
6					
7					

TOTAL NUMBER IN ATTENDANCE: _____ PROGRAM DIRECTOR SIGNATURE: _____

ADD ADDITIONAL PAGES IF NECESSARY

DECLARATION OF COMPLIANCE REPORT

EXHIBIT A-22

☐ THPP ☐ THP+FC

FOR THE MONTH OF: _____ 20 _____

AGENCY: TODAY'S DATE:

MONTHLY SOCIAL WORK, SOCIAL WORK SUPERVISOR AND DIRECT CARE STAFFING REPORT

POSITION	F/T OR P/T	NAME	ADDRESS	PHONE	DIRECT CARE		CERTIFIED		DECERT DATE	VOLUNTEER Y OR N
					YES	NO	YES	NO		

MONTHLY STAFFING SCHEDULE FOR EACH 24 HOUR PERIOD FOR ALL STAFF

POSITION	PAID Y/N	STAFF NAME	MON HRS	TUE HRS	WED HRS	THU HRS	FRI. HRS	SAT HRS	SUN HRS	DIRECT CARE Y/N	CERTIFIED Y/ N

PROGRAM DIRECTOR: _____ DATE: _____

Signature:

DECLARATION OF COMPLIANCE REPORT

EXHIBIT A-22

☐ THPP ☐ THP+FC

TO BE COMPLETED MONTHLY BY ALL CONTRACTOR STAFF RESPONSIBLE FOR SERVICES AND DELIVERY

MY SIGNATURE BELOW INDICATES MY AGREEMENT TO COMPLY WITH ALL REGULATIONS WHICH APPLY TO THE PROGRAM

NAME PLEASE PRINT	POSITION	PAID Y/N	DIRECT CARE Y/N	SIGNATURE	DATE

PROGRAM DIRECTOR SIGNATURE: DATE:

CERTIFIED EMPLOYEES / VOLUNTEERS REPORT

☐ THPP ☐ THP+FC

AGENCY: _____ DATE: _____

AGENCY STAFF IS NOT ALLOWED UNDER ANY CIRCUMSTANCES TO HAVE DIRECT CONTACT WITH YOUTH UNTIL CERTIFICATION IS COMPLETED.

EMPLOYEE/VOLUNTEER NAME *	DATE BACKGROUND CHECK	CLEAR Y/N	DATE OF CHILD ABUSE INDEX	CLEAR Y/N	EDUCATION/ EXPERIENCE VERIFIED Y/N	POSITION	START DATE	HRS PER WEEK	PAID POSITION Y/N

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.

_____ _____ _____

PROGRAM DIRECTOR'S SIGNATURE PRINT NAME TODAY'S DATE

*PAGE TWO OF THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED TO COUNTY'S PROGRAM MANAGER FOR EACH EMPLOYEE/VOLUNTEER LISTED ABOVE.

CERTIFIED EMPLOYEES / VOLUNTEERS REPORT

☐ THPP ☐ THP+FC

AGENCY: _____

PRINT EMPLOYEE/VOLUNTEER NAME	WORK LOCATION	POSITION

EMPLOYEE/ VOLUNTEER SIGNATURE	DATE

PROJECT ADMINISTRATOR SHALL ENSURE THAT **EACH** EMPLOYEE/ VOLUNTEER LISTED ON PAGE ONE (1) COMPLETES AND SIGNS THE ABOVE THEIR OWN FORM.

DECERTIFICATION REPORT EXHIBIT A-24

☐ THPP ☐ THP+FC

AGENCY: _____ DATE: _____

THE FOLLOWING STAFF HAS BEEN DECERTIFIED:

STAFF NAME	POSITION	PAID Y/N	LOCATION	DATE DE-CERTIFIED	STILL EMPLOYED Y/N	NEW POSITION	LAST DAY OF DIRECT CONTACT WITH YOUTH

THE ABOVE STAFF SHALL NOT HAVE DIRECT CONTACT WITH ANY YOUTH.

_____ _____ _____

PROGRAM DIRECTOR'S SIGNATURE PRINT NAME TODAY'S DATE

QUARTERLY REPORT

EXHIBIT A-25

☐ THPP ☐ THP+FC

☐ Jan. 01- Mar. 31 ☐ Apr. 01- June 30 ☐ July 01- Sep. 30 ☐ Oct. 01 – Dec. 31

AGENCY NAME: _____ DATE: _____

Participant Name: _____ Age: _____ Telephone: _____

Address: _____ DOP: _____

Projected Emancipation Date: _____ On Target? ☐ Yes ☐ No

CSW/DPO: _____ Telephone: _____

Permanent Adult Connection: _____ Telephone: _____

Medical (Last Annual Exam)

Date	Purpose	Outcome	Next Appointment

Medical (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Physical Health: ☐ Good ☐ Fair ☐ Poor

Dental (Last Annual Exam)

Date	Purpose	Outcome	Next Appointment

Dental (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Dental Health: ☐ Good ☐ Fair ☐ Poor

Psychological (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Psychological Health: ☐ Good ☐ Fair ☐ Poor

Social Worker Contacts

Date	Purpose	Contact Type	Outcome

Family/ Friends Contacts

Date	Person Name/Relationship	Contact Type	Outcome

COMPONENT/GOALS	GOAL PROGRESS				COMMENTS
GENERAL	**Good**	**Fair**	**Poor**	**Date Completed**	
Self-Awareness					
Personal & Family Values					
Sex Roles					
Goal Setting					
Decision Making					
Parenthood					
Sexuality					
STDs					
EDUCATIONEMPLOYMENT					
High School Graduation					
Attendance					
College Entrance Exams					
ROP Training					
Community Training					
Community College Training					
Other:					
EMPLOYMENT					
Resume					
Interview Techniques					
Career Assessments					
Career/Vocational Research					
Number of Job Applications Completed _____					
Apprentice Program Applications Completed _____					
Intern Applications Completed _____					
TRANSPORTATION					
Transportation Routes					
Driver's Education					
Driver's Permit					
Driver's License					
Auto Purchase/Insurance					
CONSUMER LIFE SKILLS					
Budget Adherence					
Clothing Maintenance					
FOOD AND NUTRITION					
Budget Adherence					
Menu Planning/Shopping					
Meal Preparation					
Food Storage					
Food Supply					
MONEY MANAGEMENT					
California Identification Card					
Checking Account					
Savings Account					
Budget Development					
Establishing Credit					
Insurance					
HOUSEHOLD MANAGEMENT					
Unit Maintenance					
Roommate Relationship					
SECURED HOUSING					
Leasing an Apartment					
Furnishings					
Other:					

Education

Does youth possess one of the following? ☐ High School Diploma ☐ GED ☐ No

Check Highest Grade Completed: ☐ 9 / ☐ 10/ ☐ 11/ ☐ 12

Current/ Last School Attended: _____

CAHSEE Math: ☐ Not Taken/ ☐ Passed/ ☐ Not Passed **CHASEE English:** ☐ Not Taken/ ☐ Passed/ ☐ Not Passed

Does youth have an Individual Education Plan? ☐ Yes ☐ No

Does youth possess one of the following? ☐ High School Diploma ☐ GED ☐ Other _____

Date of High School Graduation: _____ Date Passed GED: _____

Current/Last College/Trade School Attended: _____ Units Completed: _____

Employment/Financial Information

Employed? ? ☐ Yes/ ☐ No/ ☐ Full Time/ ☐ Part Time Hours per week: _____

Name of Employer: _____

Address: _____ City: _____ Zip Code: _____

Supervisor: _____ Supervisor's Phone: _____

Date Hired: _____ Hourly Salary: $ _____ Monthly Salary: $ _____

Title and Description of Duties: _____

If not employed, list primary source of income: ☐ General Relief ☐ Social Security Insurance ☐ No Income

☐ Monthly Allowance ☐ Other (Explain): _____

Savings account? ☐ Yes ☐ No Balance: _____

Checking account? ☐ Yes ☐ No Balance: _____

Career/Vocational Goal: _____

Treatment Status

Describe any adjustment issues (related to placement, peers, staff, community, education, employment, etc.), treatment implemented and Participant's response:

Adjustment: _____

Describe the Participant progress in meeting the treatment goals:

Describe the Participant's views of their successes in meeting goals, as well as barriers identified that hinder success:

Assessment of unmet needs: _____

Efforts made to meet the needs: _____

Case Plan Update

The following items were noted in the Participant's Case Plan:

The Agency assisted the Participant in working toward the following case goals by:

GOAL:	ASSISTANCE:

The Agency observed progress by the Participant in the following areas:

The Agency assisted the Participant in COMPLETING the following case goals by:

GOALS COMPLETED:	ASSISTANCE:	DATE:

Recommendations for Case Plan Update:

Life Skills Training

The Agency assisted the Participant in COMPLETING the following LST subjects (Minimum 240 minutes per month): List the skills the Participant acquired as a result of the training.

TRAININGS COMPLETED:	LENGTH:	SKILLS AQUIRED:	DATE:

If the Participant exited, complete this section. The Participant exited during _____ *day of the month.*

The Participant ☐ *completed* ☐ *did not complete the Program.*

The Participant exited to (destination)

The Participant ☐ *was* ☐ *was not employed at exit.*

How can the Participant be contacted (list phone number, address, emergency contact, etc.)?

All of the above has been discussed with me. _____

Participant's Signature

_____ _____

Staff Signature Date

ANNUAL REPORT FOR FY/FFY 20____ EXHIBIT A-26

☐ THPP ☐ THP+FC

<u>IF ANYTHING LEFT BLANK: please attach a full explanation for each incomplete question and how you propose to begin capturing this data.</u>**

Please indicate the number of participants served that apply to each category

Part I

Category	CY Jan 1- Dec 31	FFY Oct 1- Sept 30
YOUTH PARTICIPATION		
a. How many youth entered during the year?		
b. How many youth exited during the year?		
c. How many youth are continuing Participation from previous year?		
d. How many youth are participating who came from another county?		
e. How many youth completed the two-year program in previous year?		
Number of providers of THP+FC services		

Part II

Category		
Ethnicity		
a. American Indian or Alaskan Native		
b. Asian		
c. Black or African American		
d. Hispanic or Latino		
e. Pacific Islander		
f. White		
g. Other (not listed above, please input here)		
Gender breakdown		
a. Male		
b. Female		
Lesbian, Gay, Bisexual, Transgender, or Questioning		
Parenting Teens		
Youth with Disabilities		

Part III

1. How many youth in your county were eligible for ILP participation?		
2. How many youth in care received ILP services last year?		
3. How many Tribal youth participated in the program?		
4. How many youth under 16 years old were served?		
5. How many youth who participated in services came from another state?		

Part IV

	CY Jan 1- Dec 31	FFY Oct 1- Sept 30
6. How many youth were eligible to receive aftercare?		
7. How many youth received after care services?		
8. How many youth who received after care services came from out-of-state?		
9. How many of these youth received:		
a. Social Security Income funds		
b. Scholarship funds		
c. Stipend funds		
d. Temporary Assistance for Needy Families funds		
e. Food stamps		
f. Chafee room and board		
g. Other funds		
10. How many of these youth:		
a. Graduated from high school		
b. Attended post-secondary educational institution or received vocational training		
c. Were employed part-time or full-time		
11. How many youth reported they had at least one adult they could depend on for emotional support and/or guidance?		
12. How many youth reported that they have experienced a period of time when they did not have enough money to buy food or cover other basic needs?		
13. How many youth who received aftercare services during the reporting period received their health, including mental health, records at the time of discharge from foster care?		
14. How many youth in aftercare during the reporting period had health insurance during the entire reporting period?		
15. How many youth receiving after care services became incarcerated during the reporting period?		

Part V

Category	CY Jan 1-Dec 31	FFY Oct 1-Sept 30
Educational and/or Vocational Training		
How many youth have the goal of or are currently participating in the following programs?		
a. Enrolled in a General Education (GED) Program		
b. Completed a GED Program		
c. College		
d. Vocational Training		
e. Military		
f. Other (If Other, enter types of training in comment section)		
g. How many did not graduate or receive a GED prior to emancipation?		
Employment		
a. How many youth were employed prior to participating in the program?		
b. How many youth found employment as the result of receiving transitional housing services?		
c. How many youth were employed upon exiting the program?		
d. How many youth were not able to participate in employment?		
e. How many youth participated in some sort of apprenticeship		
f. How many youth worked in a volunteer capacity?		
Housing		
a. How many youth were homeless prior to entering the program?		
b. How many came from temporary housing/emergency shelter care?		
c. How many youth came from a temporary living arrangement with a friend or relative?		
d. How many youth were homeless upon exiting the program?		

AGENCY MONTHLY REPORT

EXHIBIT A-27

☐ THPP ☐ THP+FC

Agency Name: _____ Report Month: _____

Facility Overview							
Number of Beds:		Number of Exits:		Planned:		Unplanned:	
Total Number of Participants:		THP+FC:		THP+:		THP:	SILP:
LA County:		Transition in Place:		Own Housing:		College Dorm:	Family:
Out of County:		Incarcerated:		Alcohol/Drug Treatment:		Psychiatric Hospital:	Unknown:
Number of Entries:		Other:					

Compliance Documents:	Expiration Date:	Expiration Date:	Expiration Date:	Expiration Date:
General Liability Insurance				
Automobile Insurance				
Workers' Compensation Insurance				
Personal Liability Insurance				
Rental Insurance				
Certificates of Compliance				
Annual Community Care Licensing Facility Evaluation Report				

Staffing Overview								
		Check all that Apply			Number		Training Completed	
Name	Position	THPP	THP+ FC	THP+	Staff Supervised	Youth on Caseload	Monthly:	YTD:
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				

Staff Signature _____ Title _____ Date _____

Recruitment:	Case Conferences:		
Interviews attended: ☐	Initial Case Conference: ☐	6-Month Case Conference: ☐	Stabilization: ☐
Potential Applicants Recruited: ☐	Pregnant/ Parenting Teen: ☐	90-Day Transition: ☐	Other: ☐

New Hires:

Did the Agency Hire New Staff? ☐ Yes ☐ No (If Yes, List Below)

1. _____ 2. _____
3. _____ 4. _____
5. _____ 6. _____

Decertification:

Did the Agency Decertify Any Staff? ☐ Yes ☐ No (If Yes, List Below)

1. _____ 2. _____
3. _____ 4. _____
5. _____ 6. _____

YOUTH PARTICIPATION	Month	YTD
Number of participants in the program		
Number of female participants		
Number of male participants		
Number of 16 year old participants		
Number of 17 year old participants		
Number of 18 year old participants		
Number of 19 year old participants		
Number of 20 year old participants		
Number of 21 year old participants		

Age Alerts:	Month	YTD
Number of 17.5 year old participants		
Number of 20.5 year old participants		

Serious Incident Reports (SIRs)	Month	YTD
Number of SIRs completed		

EFC/PC Participants [(5 Criteria for AB-12 EFC) (THP+FC Only)]:	Month	YTD
1. Attend High School or a GED Equivalent Program		
2. Attend College/Vocational School at Least Half –Time		
3. Have a Job Working At Least 80 Hours per Month		
4. Participate In a Program or Activity Designed To Remove Barriers to Employment		
5. Have a Medical/Mental Condition That Prevents Them From Participating In One of the Above		

Employment:	Month	YTD
Number of Full-Time Employees		
Number of Part-Time Employees		
Number of Unemployed		
Number Attending Employment Training		
Number Actively Seeking Employment		
Number Volunteering Their Service		

Education:	Month	YTD
Attend High School or a GED Equivalent Program		
Completed High School or a GED Equivalent Program		
Attend Vocational School		
Attend a 2-Year College		
Attend a 4-Year College/University		
Completed Vocational School		
Completed a 2-Year College		
Completed a 4-Year College/University		

Employment:	Month	YTD
Number of Full-Time Employees		
Number of Part-Time Employees		
Number of Unemployed		
Number Attending Employment Training		
Number Actively Seeking Employment		
Number Volunteering Service		

Family Planning:	Month	YTD
Number of Expectant Mothers		
Number of Expectant Fathers		
Number of Parenting Mothers		
Number of Parenting Fathers		
Number of Participants Attending CPR Training for Pregnant/Parenting (Combine mothers and fathers)		
Number of Participants who Completed CPR Training for Pregnant/Parenting (Combine mothers and fathers)		

Life Skills (240 Minutes Per Month)	Month	YTD
Number of Participants Completing 240 Minutes		
Number of Participants for each and List Topics Covered		
1.		
2.		
3.		
4.		

Number of Participants NOT Completing 240 Minutes

List Participants	Minutes Needed	Topic(s) Missed	Reason for Not Completing

Recreational Activities:	Month	YTD
Number of Recreational Activities Offered:		
Number of Participants Attending Recreational Activities:		
Number of Participants for Each and List Each Activity:		
1.		
Transportation Provided: ☐ Yes ☐ No	Agency Incurred Expense: ☐ Yes ☐ No ☐ Free	
2.		
Transportation Provided: ☐ Yes ☐ No	Agency Incurred Expense: ☐ Yes ☐ No ☐ Free	
3.		
Transportation Provided: ☐ Yes ☐ No	Agency Incurred Expense: ☐ Yes ☐ No ☐ Free	
4.		
Transportation Provided: ☐ Yes ☐ No	Agency Incurred Expense: ☐ Yes ☐ No ☐ Free	

Participant Summary:

Agency Name: _____ Date: _____

Unit Address: _____

Street Address Apt # City Zip

Site Supervisor Name: _____ Phone Number: _____

Participant Name	Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Staff Signature _____ Date _____

Unit Address: _____

Street Address Apt # City Zip

Site Supervisor Name: _____ Phone Number: _____

Participant Name	Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Staff Signature _____ Date _____

Unit Address: _____

Street Address Apt # City Zip

Site Supervisor Name: _____ Phone Number: _____

Participant Name	Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Staff Signature _____ Date _____

*Attach Additional Pages if Necessary

Procedural Guide

0500-501.20

RELEASE OF DCFS CASE RECORDS TO SERVICE PROVIDERS

Date Issued: **08/09/10**

☐ New Policy Release

☒ Revision of Existing Procedural Guide 0500-501.20, Release of DCFS Case Records to Service Providers, dated 09/01/06

Revision Made: **NOTE**: Current Revisions are Highlighted

Non-substantive revisions have been made to this Procedural Guide.

Cancels: None

DEPARTMENTAL VALUES

The procedures set forth in this Procedural Guide support the priority outcomes of safety for children, improved timelines to permanency. ~~By~~ Having policy and procedures on the sharing of case record information to service providers enhances the abilities of service providers to meet the needs of each child which supports child safety and placement stability which leads to timely permanency.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

OPERATIONAL IMPACT

Pursuant to Welfare and Institutions Code Section 827, Los Angeles Superior Court and Administratively Unified Courts Court Rules 17.1, and the Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access dated July 11, 2006 all service providers (this includes caregivers, doctors, dentists, psychologists, and therapists/counselors) are entitled to access all case records/information necessary to assist service providers in the development and implementation of the child's and family's service plan improving their ability to provide ~~our~~ children with competent and comprehensive care and support the Department's efforts for reunification and permanence.

This Procedural Guide does not apply to cases involving the placement of a child in an adoptive home. See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents.

A medical or mental health service provider may need to have access to juvenile case information, including the child's psychological records, medical/dental records, school records, court ordered visitation plan with family members, as well as family and placement information. Such information may be provided where it is determined that a medical or mental health service provider is providing treatment or supervision of a child. For instance, selected portions of a child's school records may be considered for release to a medical doctor where the child's school performance is being monitored in order to adjust a medication regimen. A medical or mental health service provider may not have access to any child abuse reports or the identity of the reporting party, attorney-client privileged information or any information regarding unrelated children contained in any case record documentation. Please see Procedural Guide 0500-501.20 Release of DCFS Case Records to Services Providers; Procedural Guide 0500-501.10 Releasing DCFS Case Record Information; and Welfare and Institutions Code Section 827, subdivision (k). See FYI 10-41, Exchanging Information with Health Care Treatment Providers.

If a CSW or SCSW has any questions or concerns regarding the release of information to any service provider, (s)he shall confer with the County Counsel assigned to the case.

Procedures

A. WHEN: A CAREGIVER REQUESTS CASE RECORDS

The term "caregiver" specifically includes foster family agencies (FFAs), group homes, foster parents, relative caregivers, non-relative extended family members and foster/adopt placements.

When attempting to locate a potential placement for a child, the CSW shall discuss the child's needs with a potential caregiver without disclosing the child's name or other personally identifying information.

Once a placement has been secured for a child, a DCFS 4389 is not required in order to release the DCFS 709. However, if the caregiver requires additional information, SCSW approval and a signed DCFS 4389 are required. A summary of case records that is to be released to a caregiver includes, but is not limited to:

1) school records;

NOTE: The DCFS 1399 is to be provided to the caregiver no later that 30 days after the initial placement. The summary shall include but not be limited to, the names and addresses of the child's educational provider, grade level performances and immunization records. A child's grade transcripts, individualized education plans (IEP) may be provided to that placement. For each subsequent placement, CSWs shall provide a current summary within 48 hours of placement.

2) information about a child's known dangerous past behavior;

3) the child's needs and assessment records;

4) routine medical/dental records pertinent to maintaining the health and safety of the child while in the caregiver's care;

NOTE: CSWs shall provide the caregiver with the child's current health summary. The summary shall include, but not be limited to, the name and address of the child's health and dental provider, known allergies and medical problems, current medication, past health problems and hospitalizations.

5) Psychological evaluations and mental health records if pertinent to maintaining the health and safety of the child while in the caregiver's care;

NOTE: CSWs may discuss the child's mental health records which includes but is not limited to, relevant mental health history, known mental health condition and medications, a multidisciplinary team member (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist), who has the responsibility for the child's medical or psychological care. A summary of the mental health records may be released to the multidisciplinary team once it has been established that such a team has been appointed and/or that the staff is part of the team as specified in WIC 18951.

CSWs must obtain the consent of the child, if the child is 12 years old or older or the consent of the child's attorney, if the child is younger than 12 years of age , in order to provide mental health records to a professional (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist) who does have the medical or psychological responsibility for

the child's care where the child is placed.

CSWs must obtain the consent of the child if the child is 12 years or older, or the consent of the child's attorney if the child is younger than 12 years of age, in order to provide mental health records to any other representative where the child is placed.

CSWs must obtain the consent of the juvenile court if the parent or legal guardian of a child 11 years of age or younger is whereabouts' are unknown, if they are unable or refuse to sign the consent.

See Procedural Guide 0600-500.20, Protected Health Information/ Medical Information: Access and Sharing, for more information.

6) HIV/AIDS information if pertinent to maintaining the health and safety of the child while in the caregiver's care. For information regarding the release of HIV/AIDS records/information, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information;

7) family history if pertinent to maintaining the health and safety of the child while in the caregiver's care;

8) placement history if pertinent to maintaining the health and safety of the child while in the caregiver's care;

9) treatment plans for the child;

10) minute orders and court reports, (including the visitation plan for the child with his/her parents/guardians, relatives and siblings), CSWs may provide minute orders and visitation plans to the extent the minute order and visitation plan contain information concerning the child placed in the home of the caregiver. However, information that reference siblings or other third parties (including but not limited to parents, relatives, and other caregivers), who are not part of the visitation or case plan must be redacted.

The CSW shall not routinely release court reports to a caregiver. If the CSW feels that the caregiver's ability to provide competent care for the child would be significantly enhanced by providing information contained in a court report or minute order, the CSW shall provide the relevant information orally or transfer the information to another document such as the DCFS 709. However, information related to siblings and third parties that are not part of the treatment plan must be redacted. In addition, the CSW shall never provide any information that is not directly related to the ability of the caregiver to provide competent and comprehensive care for the child. If the CSW/SCSW has any questions or concerns regarding the release of any information or documents (s)he shall confer with the

County Counsel assigned to the case before releasing the information in question.

Case records/information that is not appropriate for release to the caregiver includes, but is not limited to:

1) information regarding any other person, including parents, siblings, and/or other unrelated children contained in the case record;

> **NOTE:** Pursuant to WIC 16002(e)(2), CSWs shall provide the prospective adoptive parent with information about siblings of the child, except the address where the siblings of the child reside. However, this address may be disclosed by court order for good cause shown.

2) court-ordered 730 psychological/medical evaluations (unless ordered by the court);

3) child abuse reports and the identity of the reporting party if the caregiver **does not** meet the requirement of WIC 18951; and

4) any attorney/client privileged information.

CSW Responsibilities

1. Discuss the child's needs with a potential caregiver in non-identifying terms.

2. When a placement has been located, release the DCFS 709 at the time of placement.

> **NOTE:** With SCSWs' oral approval, the child's medical, dental and school records may be released to the caregiver if pertinent to maintaining the health and safety of the child while in the caregiver's care. With SCSWs' approval and a signed DCFS 4389 on file the portion of the psychological records which discusses the treatment plan and goals for the child may be provided to the caregiver pertinent to maintaining the health and safety of the child while in the caregiver's care.

3. Photocopy only the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

B. WHEN: A MENTAL HEALTH SERVICE PROVIDER INCLUDING COURT ORDERED 730 EVALUATORS REQUEST CASE RECORDS INFORMATION

A medical or mental health service provider may need to have access to juvenile case information, including the child's psychological records, medical/dental records, school records, court ordered visitation plan with family members, as well as family and placement information. Such information may be provided where it is determined that a medical or mental health service provider is providing treatment or supervision of a child. See FYI 10-41, Exchanging Information with Health Care Treatment Providers.

The CSW shall discuss the mental health needs of the child with his/her SCSW and complete the required forms. For information regarding the procedure for obtaining a psychological evaluation, see Procedural Guides 0600-501.05, Psychological Testing of DCFS-Supervised Children and 0600-501.09, Consent for Mental Health and/or Developmental Assessment and Services.

NOTE: The Department of Mental Health is entitled to all case record information.

Information received by the CSW may be shared with agencies authorized to receive juvenile records when such agencies are providing or coordinating health care services and medical treatment of the child.

In general, authorization for disclosure of Protected Health Information (PHI) should be sought on new cases, or when a new medical, mental health or developmental need is identified at the same time that consent for treatment is obtained. See Procedural Guide 0600-501.09, Consent for Mental Health and/or Developmental Assessment and Services.

In order to provide mental health services or a comprehensive psychological assessment and treatment plan for a child, the mental health service provider, may have access to the child's psychological records, medical/dental records, school records, court-ordered visitation plan with family members, as well as family and placement histories.

A mental health services provider **may not** have access to any child abuse reports or the identity of the reporting party, attorney-client privileged information, or any information regarding unrelated children contained in any case record documentation.

For information regarding the procedure for releasing HIV/AIDS status information, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information.

CSW Responsibilities

1. Discuss the child's needs with the SCSW.

2. Discuss the child's needs in non-identifying terms with a potential mental health provider.

3. Obtain a signed DCFS 4389 from the potential mental health service provider if identifying information is requested and from the selected provider before releasing any requested information. File the DCFS 4389 in the Additional Services Documentation Folder.

4. Document any request for records in the Contact Notebook. Include the date, name, title, agency, address, and telephone number of the person making the request, the information requested and the reason for the request.

5. Discuss and obtain SCSW written approval for the release of records. Document SCSW's approval in the Case Notes. Print a hard copy of the documented written approval and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.
6. Photocopy the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

C. WHEN: MEDICAL DOCTORS AND DENTISTS REQUEST CASE RECORD INFORMATION

A medical or mental health service provider may need to have access to juvenile case information, including the child's psychological records, medical/dental records, school records, court ordered visitation plan with family members, as well as family and placement information. Such information may be provided where it is determined that a medical or mental health service provider is providing treatment or supervision of a child. See FYI 10-41, Exchanging Information with Health Care Treatment Providers.

Medical doctors require copies of the medical history for the family and all medical records for the child in order to provide comprehensive health care services for the child. Selected portions of a child's school records may be considered for release if the child's school performance is being monitored in order to adjust a medication regimen.

Medical doctors may not have access to any child abuse reports or the identity of the reporting party, the child's psychological records unless the doctor is a psychiatrist, any educational, psychological or medical records for other family members, any attorney client privileged information, or any information regarding siblings or other unrelated children referenced in the case records.

A dentist providing services to the child may have copies of all available dental records. If an invasive procedure is deemed necessary, the dentist may have access to selected medical record information that could have an impact on the procedure being considered.

For information regarding the release of HIV/AIDS status, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information and 0600-500.20, Protected Health Information/Medical Information: Access and Sharing

CSW Responsibilities

1. Discuss the child's health care needs with the SCSW.

2. Discuss the child in non-identifying terms with a potential health service provider.

3. Obtain a signed DCFS 4389 from the potential health service provider if identifying information is requested and from the selected health service provider before releasing any requested information. File it in the Additional Services Documentation Folder.

4. Document any request for records in the Contact Notebook. Include the date, name, title, agency, address, phone number of the person making the request, the information requested, and the reason for the request.

5. Discuss and obtain SCSW written approval for the release of the required records. Document SCSW's approval in the Case Notes section in CWS/CMS. Print a hard copy of the documentation and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.

6. Photocopy the requested records. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

D. WHEN: SCHOOLS REQUEST RECORDS

The school system is expected to obtain the child's school records from the previous school. If for some reason the school records (including immunization records) are unavailable, the caregiver may release only those records necessary to secure the most appropriate educational setting or complete the school record. Pursuant to Education Code Section 48853.5(d)(4)(B), the new school shall immediately enroll the foster child even if the foster child is unable to produce records. or clothing normally required for enrollment, such as previous academic records, medical records, proof of residency, other documentation, or school uniforms.

E. WHEN: A PRIVATE ADOPTION AGENCIES PERFORMING ADOPTION HOME STUDIES REQUEST RECORDS

For purposes of completing adoption home studies the Department shall utilize only adoption agencies that are licensed by the state in which they provide services.

All identifying information regarding the birth parents shall be withheld unless a consent to release form (an AD 100 or equivalent), authorizing release of their identities and signed by both parents, is filed in the case record. If only one parent signs the consent form all identifying information regarding the other parent must be withheld.

The adopting family must also provide a signed release form (an AD 100 or equivalent) allowing the Department to release information about their family to the adoption agency providing the service.

In order to complete an accurate and comprehensive adoptive home study the adoption agency completing the home study must be provided with the information given to the adopting parents regarding the child as well as information regarding the family that is adopting the child. The following information shall be considered for release:

1. school records;
2. child needs assessment records;
3. routine medical/dental records;
4. only the relevant information contained in the recommendations section of any psychological evaluation for the child;
5. treatment plans for the child; and
6. court-ordered visitation plan for the child with his/her parents/guardians and siblings, if any.

See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents, for further information.

APPROVAL LEVELS

Section	Level	Approval
A.	**SCSW**	DCFS 709 and DCFS 4389
B. & C.	**SCSW**	DCFS 4389
D & E.		None

OVERVIEW OF STATUTES/REGULATIONS

Family Code Section 8706,

a) An agency may not place a child for adoption unless a written report on the child's medical background and, if available, the medical background of the child's biological parents so far as ascertainable, has been submitted to the prospective adoptive parents and they have acknowledged in writing the receipt of the report.

b) The report on the child's background shall contain all known diagnostic information, including current medical reports on the child, psychological evaluations, and scholastic information, as well as all known information regarding the child's developmental history and family life.

c) (1) The biological parents may provide a blood sample at a clinic or hospital approved by the State Department of Health Services. The biological parents' failure to provide a blood sample shall not affect the adoption of the child.
(2) The blood sample shall be stored at a laboratory under contract with the State Department of Health Services for a period of 30 years following the adoption of the child.
(3) The purpose of the stored sample of blood is to provide a blood sample from which DNA testing can be done at a later date after entry of the order of adoption at the request of the adoptive parents or the adopted child. The cost of drawing and storing the blood samples shall be paid for by a separate fee in addition to the fee required under Section 8716. The amount of this additional fee shall be based on the cost of drawing and storing the blood samples but at no time shall the additional fee be more than one hundred dollars ($100).

d) (1) The blood sample shall be stored and released in such a manner as to not identify any party to the adoption.
(2) Any results of the DNA testing shall be stored and released in such a manner as to not identify any party to the adoption.

Family Code Section 9200

a) The petition, relinquishment or consent, agreement, order, report to the court from any investigating agency, and any power of attorney and deposition filed in the office of the clerk of the court pursuant to this part is not open to inspection by any person other than the parties to the proceeding and their attorneys and the department, except upon the written authority of the judge of the superior court. A judge of the superior court may not authorize anyone to inspect the petition, relinquishment or consent, agreement, order, report to the court from any investigating agency, or power of attorney or deposition or any portion of any of these documents, except in exceptional circumstances and for good cause approaching the necessitous. The petitioner may be

required to pay the expenses for preparing the copies of the documents to be inspected.

b) Upon written request of any party to the proceeding and upon the order of any judge of the superior court, the clerk of the court shall not provide any documents referred to in this section for inspection or copying to any other person, unless the name of the child's birth parents or any information tending to identify the child's birth parents is deleted from the documents or copies thereof.

c) Upon the request of the adoptive parents or the child, a clerk of the court may issue a certificate of adoption that states the date and place of adoption, the child's birth date, the names of the adoptive parents, and the name the child has taken. Unless the child has been adopted by a stepparent, the certificate shall not state the name of the child's birth parents.

Family Code Section 9201

a) Except as otherwise permitted or required by statute, neither the department nor a licensed adoption agency shall release information that would identify persons who receive, or have received, adoption services.

b) Employees of the department and licensed adoption agencies shall release to the department at Sacramento any requested information, including identifying information, for the purposes of record keeping and monitoring, evaluation, and regulation of the provision of adoption services.

c) Prior to the placement of a child for adoption, the department or licensed adoption agency may, upon the written request of both a birth and a prospective adoptive parent, arrange for contact between these birth and prospective adoptive parents that may include the sharing of identifying information regarding these parents.

d) The department and any licensed adoption agency may, upon written authorization for the release of specified information by the subject of that information, share information regarding a prospective adoptive parent or birth parent with other social service agencies, including the department and other licensed adoption agencies, or providers of health care as defined in Section 56.05 of the Civil Code.

e) Notwithstanding any other law, the department and any licensed adoption agency may furnish information relating to an adoption petition or to a child in the custody of the department or any licensed adoption agency to the juvenile court, county welfare department, public welfare agency, private welfare agency licensed by the department, provider of foster care services, potential adoptive parent, or provider of health care as defined in Section 56.05 of the Civil Code, if it is believed the child's welfare will be promoted thereby.

f) The department and any licensed adoption agency may make adoptions case records, including identifying information, available for research purposes, provided that the research will not result in the disclosure of the identity of the child or the parties to the adoption to anyone other than the entity conducting the research.

Health and Safety Code Section 1530.6

Notwithstanding any other provision of law, persons licensed pursuant to this chapter to provide residential foster care to a child either placed with them pursuant to order of the juvenile court or voluntarily placed with them by the person or persons having legal custody of such child, may give the same legal consent for that child as a parent except for the following: (1) marriage; (2) entry into the armed forces; (3) medical and dental treatment, except that consent may be given for ordinary medical and dental treatment for such child, including, but not limited to, immunizations, physical examinations, and X-rays; and (4) if the child is voluntarily placed by the parent or parents, those items as are agreed to in writing by the parties to the placement. To this effect, the state department shall prescribe rules and regulations to carry out the intent of this section. This section does not apply to any situation in which a juvenile court order expressly reserves the right to consent to those activities to the court.

Welfare and Institutions Code 827

(a)(1) Except as provided in Section 828, a case file may be inspected only by the following:

(A) Court personnel.
(B) The district attorney, a city attorney, or city prosecutor authorized to prosecute criminal or juvenile cases under state law.
(C) The minor who is the subject of the proceeding.
(D) His or her parents or guardian.
(E) The attorneys for the parties, judges, referees, other hearing officers, probation officers, and law enforcement officers who are actively participating in criminal or juvenile proceedings involving the minor.
(F) The superintendent or designee of the school district where the minor is enrolled or attending school.
(G) (Members of the child protective agencies as defined in Section 11165.9 of the Penal Code.
(H) The State Department of Social Services to carry out its duties pursuant to Division 9 (commencing with Section 10000), and Part 5 (commencing with Section 7900) of Division 12, of the Family Code to oversee and monitor county child welfare agencies, children in foster care or receiving foster care assistance, and out-of-state placements.
(I) Authorized legal staff or special investigators who are peace officers who are employed by, or who are authorized representatives of, the State Department of Social Services, as necessary to the performance of their duties to inspect, license, and investigate community care facilities, and to ensure that the standards of care and services provided in those facilities are adequate and appropriate and to ascertain compliance with the rules and regulations to which the facilities are subject. The confidential information shall remain confidential except for purposes of inspection, licensing, or investigation

pursuant to Chapter 3 (commencing with Section 1500) and Chapter 3.4 (commencing with Section 1596.70) of Division 2 of the Health and Safety Code, or a criminal, civil, or administrative proceeding in relation thereto. The confidential information may be used by the State Department of Social Services in a criminal, civil, or administrative proceeding. The confidential information shall be available only to the judge or hearing officer and to the parties to the case. Names that are confidential shall be listed in attachments separate to the general pleadings. The confidential information shall be sealed after the conclusion of the criminal, civil, or administrative hearings, and may not subsequently be released except in accordance with this subdivision. If the confidential information does not result in a criminal, civil, or administrative proceeding, it shall be sealed after the State Department of Social Services decides that no further action will be taken in the matter of suspected licensing violations. Except as otherwise provided in this subdivision, confidential information in the possession of the State Department of Social Services may not contain the name of the minor.

(J) Members of children's multidisciplinary teams, persons, or agencies providing treatment or supervision of the minor.

(K) A judge, commissioner, or other hearing officer assigned to a family law case with issues concerning custody or visitation, or both, involving the minor, and the following persons, if actively participating in the family law case: a family court mediator assigned to a case involving the minor pursuant to Article 1 (commencing with Section 3160) of Chapter 11 of Part 2 of Division 8 of the Family Code, a court-appointed evaluator or a person conducting a court-connected child custody evaluation, investigation, or assessment pursuant to Section 3111 or 3118 of the Family Code, and counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family Code. Prior to allowing counsel appointed for the minor in the family law case to inspect the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the minor's counsel.

(L) A court-appointed investigator who is actively participating in a guardianship case involving a minor pursuant to Part 2 (commencing with Section 1500) of Division 4 of the Probate Code and acting within the scope of his or her duties in that case.

(M) A local child support agency for the purpose of establishing paternity and establishing and enforcing child support orders.

(N) Juvenile justice commissions as established under Section 225. The confidentiality provisions of Section 10850 shall apply to a juvenile justice commission and its members.

(O) Any other person who may be designated by court order of the judge of the juvenile court upon filing a petition.

(1) Notwithstanding any other law and subject to subparagraph (A) of paragraph

(2) juvenile case files, except those relating to matters within the jurisdiction of the court pursuant to Section 601 or 602, that pertain to a deceased

child who was within the jurisdiction of the juvenile court pursuant to Section 300, shall be released to the public pursuant to an order by the juvenile court after a petition has been filed and interested parties have been afforded an opportunity to file an objection. Any information relating to another child or which could identify another child, except for information about the deceased, shall be redacted from the juvenile case file prior to release, unless a specific order is made by the juvenile court to the contrary. Except as provided in this paragraph, the presiding judge of the juvenile court may issue an order prohibiting or limiting access to the juvenile case file, or any portion thereof, of a deceased child only upon a showing that release of the juvenile case file or any portion thereof is detrimental to the safety, protection, or physical or emotional well-being of another child who is directly or indirectly connected to the juvenile case that is the subject of the petition. (3) Access to juvenile case files pertaining to matters within the jurisdiction of the juvenile court pursuant to Section 300 shall be limited as follows:

(A) If a juvenile case file, or any portion thereof, is privileged or confidential pursuant to any other state law or federal law or regulation, the requirements of that state law or federal law or regulation prohibiting or limiting release of the juvenile case file or any portions thereof shall prevail. Unless a person is listed in subparagraphs (A) to (N), inclusive, of paragraph (1) and is entitled to access under the other state law or federal law or regulation without a court order, all those seeking access, pursuant to other authorization, to portions of, or information relating to the contents of, juvenile case files protected under another state law or federal law or regulation, shall petition the juvenile court. The juvenile court may only release the portion of, or information relating to the contents of, juvenile case files protected by another state law or federal law or regulation if disclosure is not detrimental to the safety, protection, or physical or emotional well-being of a child who is directly or indirectly connected to the juvenile case that is the subject of the petition. This paragraph shall not be construed to limit the ability of the juvenile court to carry out its duties in conducting juvenile court proceedings.

(B) Prior to the release of the juvenile case file or any portion thereof, the court shall afford due process, including a notice of and an opportunity to file an objection to the release of the record or report to all interested parties.

(3) A juvenile case file, any portion thereof, and information relating to the content of the juvenile case file, may not be disseminated by the receiving agencies to any persons or agencies, other than those persons or agencies authorized to receive documents pursuant to this section. Further, a juvenile case file, any portion thereof, and information relating

to the content of the juvenile case file, may not be made as an attachment to any other documents without the prior approval of the presiding judge of the juvenile court, unless it is used in connection with and in the course of a criminal investigation or a proceeding brought to declare a person a dependent child or ward of the juvenile court.

(b) (1) While the Legislature reaffirms its belief that juvenile court records, in general, should be confidential, it is the intent of the Legislature in enacting this subdivision to provide for a limited exception to juvenile court record confidentiality to promote more effective communication among juvenile courts, family courts, law enforcement agencies, and schools to ensure the rehabilitation of juvenile criminal offenders as well as to lessen the potential for drug use, violence, other forms of delinquency, and child abuse...

Welfare and Institutions Code Section 16002 (e)(2),

(e) If parental rights are terminated and the court orders a dependent child to be placed for adoption, the licensed county adoption agency or the State Department of Social Services shall take all of the following steps to facilitate ongoing sibling contact, except in those cases provided in subdivision (b) where the court determines by a preponderance of the evidence that sibling interaction is detrimental to the child: …

(2) Provide prospective adoptive parents with information about siblings of the child, except the address where the siblings of the children reside. However, this address may be disclosed by court order for good cause shown.

Welfare and Institutions Code Section 16010 (a) & (c),

(a) When a child is placed in foster care, the case plan for each child recommended pursuant to Section 358.1 shall include a summary of the health and education information or records, including mental health information or records, of the child. The summary may be maintained in the form of a health and education passport, or a comparable format designed by the child protective agency. The health and education summary shall include, but not be limited to, the names and addresses of the child's health, dental, and education providers, the child's grade level performance, the child's school record, assurances that the child's placement in foster care takes into account proximity to the school in which the child is enrolled at the time of placement, a record of the child's immunizations and allergies, the child's known medical problems, the child's current medications, past health problems and hospitalizations, a record of the child's relevant mental health history, the child's known mental health condition and medications, and any other relevant mental health, dental, health, and education information concerning the child determined to be appropriate by the Director of Social Services. If any other provision of law imposes more stringent information requirements, then that section shall prevail.

(c) As soon as possible, but not later than 30 days after initial placement of a child into foster care, the child protective agency shall provide the caretaker with the child's current health and education summary as described in subdivision (a). For each subsequent placement, the child protective agency shall provide the caretaker with a current summary as described in subdivision (a) within 48 hours of the placement.

Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access, dated July 11, 2006

LINKS

California Code	http://www.leginfo.ca.gov/calaw.html
Division 31 Regulations	http://www.cdss.ca.gov/ord/PG309.htm
Title 22 Regulations	http://www.dss.cahwnet.gov/ord/PG295.htm

RELATED POLICIES

Procedural Guide 0080-505.20, Health and Education Passport (HEP)
Procedural Guide 0100-510.61, Placement Process, Responsibilities and Procedures
Procedural Guide 0100-520.10, Evaluating a Prospective Caregiver
Procedural Guide 0100-520.50, Assessment of a Potential Caregiver's Ability to Meet a Child's Needs
Procedural Guide 0200-509.25, Presentation of Child Information to a Prospective Adoptive Family
Procedural Guide 0200-509.36, Supervision of Post-Adopt and Adoptive Placements
Procedural Guide 0200-518.10, Post-Adoption Service (PAS) Release of Information after Adoption is Final
Procedural Guide 0500-501.10, Release of DCFS Case Record Information
Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information
Procedural Guide 0600-500.20, Protected Health Information/Medical Information: Access and Sharing
Procedural Guide 0600-501.05, Psychological Testing of DCFS-Supervised Children
FYI 10-41, Exchanging Information with Health Care Treatment Providers

FORM(S) REQUIRED/LOCATION

HARD COPY None

LA Kids:

DCFS 280, Technical Assistant Action Request
DCFS 709, Foster Child's Needs and Case Plan Summary
DCFS 1399, Notification to School of Child's Placement Status
DCFS 4389, Declaration in Support of Access to Juvenile Records

AD forms can be accessed through the State of CDSS Forms Index

AD 100, Authorization For Use And/Or Disclosure of Health Information Independent Adoption Program (via the link to State Adoption forms)

CWS/CMS:

Case Notes
Contact Notebook
Health Notebook
DCFS 280, Technical Assistant Action Request
DCFS 709, Foster Child's Needs and Case Plan Summary

SDM: None

Procedural Guide

0500-509.10

PERMISSION TO VIDEOTAPE, PHOTOGRAPH, VOICE RECORD OR INTERVIEW CHILDREN

Date Issued: **08/09/10**

☐ New Policy Release

☒ Revision of Existing Procedural Guide 0500-509.10, Permission To Videotape, Photograph, Voice Record Or Interview Children, dated 04/18/07

Revision Made: **NOTE**: Current Revisions are Highlighted

This Procedural Guide has been revised to reflect current practice.

Cancels: None

DEPARTMENTAL VALUES

This procedural Guide supports the Department's efforts to achieve timely permanency for children.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

OPERATIONAL IMPACT

Pursuant to Los Angeles Superior Courts and the Administratively Unified Courts, Court Rule 17.2, any person seeking to interview, photograph, videotape or voice record a child, who the person knows, or has reason to know, is under juvenile court jurisdiction and has been removed from the physical custody of the parent/legal guardian, shall obtain a court order prior to contacting the child from the Presiding Judge of the Juvenile Court.
At least five days before the request is filed, the agency or individual must notice all parties involved. Any involved party, including DCFS, may file an objection at that time.

The court may deny the petition, grant the petition over an objection, and/or alter the conditions set forth in the original petition.

If a representative of the media or a research project petitions the court for access to DCFS case records, the CSWCSW shall consult with County Counsel on how to proceed.

Procedures

A. WHEN: MEDIA REQUESTS DIRECT ACCESS TO CHILDREN SUPERVISED BY DCFS

The Office of Public Affairs is responsible for ensuring that all contact between media representatives and children supervised by the Department is both legal and appropriate.

When the media is expected to cover an event that will include a large number of children supervised by DCFS the Office of Public Affairs will submit a blanket petition to the Juvenile Court requesting permission for the media to include DCFS children during their coverage of the event for their news agency.

If a representative of the media has petitioned the court and the court has granted the media representative permission to photograph/interview/record a child supervised by DCFS, the child/parent/relative/attorney/ or personnel of detention facilities or placements are not obligated to agree to an interview or to provide information. Conversely, the child/parent/relative has the right to initiate contact with a representative of the media without a court order and to provide the media with information regarding their personal history.

Once the Juvenile Court has granted the media representative's petition to photograph/interview/record a specific child, the CSWCSW may not deny the media representative access to the child. However, the child continues to have the right to refuse to be photographed/interviewed/recorded. If the CSWCSW is provided with new information which demonstrates that the child should not be photographed/ interviewed/ recorded the CSWCSW must petition the court to overturn the original petition and only if it is granted may the CSWCSW deny the media representative access to the child. The CSWCSW should anticipate a two week delay between the time the petition is filed and the Judge hears the case.

Case Carrying CSWCSW Responsibilities

1. When a request to photograph/interview/record a child is received from a representative of the media, discuss the request with the person calling to determine if it is appropriate. Refer the person making the request to the Office of Public Affairs at (213) 351-5779.

2. Document the request for access in the Contact Notebook. Include the requesting party's name, title, agency and phone number and the stated reason for the request.

3. If the media is expected to be present during an event that will include DCFS-supervised children, contact the Office of Public Affairs at (213) 351-5779 and verify that a blanket petition has been granted allowing the media to include DCFS-supervised children in their coverage of the event.

4. When a notice of hearing is received regarding a petition to photograph/interview/ record a specific child, discuss the matter with the SCSWCSW, County Counsel assigned to the case, the caregiver, the child's attorney, the child's therapist (if applicable) and the child to determine the advisability of allowing media access to the child.

> **NOTE:** County Counsel will file an objection if it is warranted. The child's attorney may also file an objection.

5. If the petition is granted, obtain a copy of the court order and review it to determine the conditions under which the child is to be photographed, interviewed, or recorded. File the court order in the Court Documents Folder.

6. Discuss the request with the child to determine if the child continues to be willing to participate. If the child is unwilling to participate, inform the SCSWCSW and the representative of the media.

7. If the child is willing to participate, the CSWCSW or the caregiver shall be present during the event to ensure that the court order is honored.

8. Document all contacts in the Contact Notebook. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.

B. WHEN: RESEARCH PROJECTS THAT REQUIRE DIRECT ACCESS TO DCFS-SUPERVISED CHILDREN

The Business Information Systems (BIS) Division Research & Statistics Section, in conjunction with the Services Bureaus is responsible for determining the appropriateness of any proposed research projects that involve children supervised by DCFS. If the proposed research would place an undue burden on the field worker or if the research would not provide DCFS with valuable information, the research project will be rejected.

The Research & Statistics Section may consult with the Office of the County Counsel and Children's Law Center of Los Angeles (CLC) and/or Los Angeles Dependency Lawyers (LADL) prior to filing the petition to seek court permission to carryout a proposed research project that involve children supervised by DCFS to determine if there are any legal issues that must be addressed.

The petition contains a description of the research project and the manner in which the issues will be addressed with the child. Once the court has granted the petition the petitioner may begin making contact with the CSWCSWs whose children fall within the parameters of the approved research project. Any child may decline to participate in a research project or withdraw from an ongoing research project. However, once the court has granted a petition, the CSWCSW may not refuse to allow a specific child to participate in the research project.

Case Carrying CSWCSW Responsibilities

1. Document any request for access to a specific child for research purposes in the Contact Notebook. Include the name, title, and organizational affiliation of the person calling, their phone number and address and a brief description of the research project. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.

2. Contact the Business Information Systems (BIS) Division Research & Statistics Section at (213) 351-5696 and verify that the project has received DCFS and court administrative approval.

3. Obtain a copy of the petition and the court order and file both in the Court Documents Folder.

4. Discuss the matter with the child to determine the child's willingness to participate in the research project. The child has the right to decline to participate.

5. If the child agrees to participate**,** discuss the matter with the child's caregiver, doctor (if appropriate) and therapist (if applicable) to determine if there are any potential adverse consequences to allowing the child to participate.

   a) Confer with SCSWCSW if there are concerns about allowing the child to participate. b) Confer with the assigned County Counsel and ask that (s)he file a petition requesting that the specified child be exempted from the research project.

   c) If a petition is filed requesting that the child be exempted from participation in a research project, contact the representative from the research project and inform them that the child will not be available until the court has addressed the petition.

i. If the court grants the petition, inform the research project personnel that the specific child has been exempted from participation.

ii. If the court denies the petition, allow the child to participate in the research project.

6. If the court order includes access to case records/information, contact the supervisor of the Subpoena and Redacting Division, which is housed in the office of the County Counsel, for assistance in preparing the records for release.

7. Document all contacts with the child, caregiver and research project staff, etc. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.

8. Document conversations with County Counsel in the CWS/CMS Case Notes. Label these conversations by using the following notation "Confidential Attorney-Client Communication" at the beginning of each entry.

9. Document the child's participation in the Contact Notebook.

C: WHEN: SPECIAL BLANKET ORDER FOR PRE-ADOPTIVE PUBLICITY FOR ADOPTTIVE PLACEMENT

On 1/30/03 the Presiding Judge of the Juvenile Court, signed a blanket order allowing DCFS supervised children to participate in adoptive recruitment events such as "Wednesday's Child", or adoption fairs, under specific circumstances.

The order states that confidentiality is waived only if the event is expected to promote positive publicity on behalf of the individual child for recruitment purposes and only if the child has been freed for adoption or reunification services have been terminated and either adoption has been identified as the permanent plan or the child would benefit from the more permanent plan of adoption. No details of the child's underlying dependency court case may be disclosed and may not be discussed with the child during an interview.

If the child's attorney or the child's treating professional have concerns regarding the advisability of allowing the child to participate in the specified event the matter will be referred to the assigned Adoption and Permanency Resources Division (APRD) CSWCSW for resolution. If the concerns cannot be resolved, the child's attorney may seek a court hearing to address the issue in court.

Case Carrying CSWCSW Responsibilities

1. Determine if the child has been freed for adoption or the permanent plan for the child is adoption or although PPLA is the plan, the child would benefit from the more permanent plan of adoption.

2. Verify that the event will promote positive publicity for the child and will promote permanency for the child.

3. Consult with your SCSWCSW regarding the child's participation in the event.

4. Consult with the child to determine his or her interest in participating. The child has the option to decline to participate.

5. Notify the child's attorney, either in writing or by phone no later than 10 days prior to the scheduled event, unless the invitation to participate in the event is unexpected, inform the child's attorney no less than 24 hours of the event. See Procedural Guide 0300-506.08, Communications With A Child's Attorney.

6. Consult any professional who is providing treatment for the child regarding the advisability of allowing the child to participate.

> **NOTE:** If the child's treating professional has expressed concerns regarding the child's participation in an adoption event, the issue should be referred to the APRD CSWCSW for resolution among the child's attorney, Case-carrying CSWCSW and treating professional.

7. If the attorney objects, discuss the attorney's objection with your SCSWCSW.

8. Consult with the child's attorney regarding his or her objection. If the child's attorney continues to object, the child's attorney will need to file a petition with the court to prevent the child's participation.

> **NOTE:** CSWCSW and the Placement and Recruitment Unit (PRU) representative shall ensure that all media representatives covering the event adhere to the provisions of this blanket order.

9. Document all contacts with the child, caregiver child's attorney, etc. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.

10. Document the child's participation in the Contact Notebook.

APPROVAL LEVELS

Section	Level	Approval
A.-C.	None	

OVERVIEW OF STATUTES/REGULATIONS

Los Angeles Superior Court and the Administratively Unified Courts Court Rules 17.2

Public And Media Access

(c) Requests for Interviewing, Photographing, Videotaping, or Voice Recording of Dependent/Delinquent Children. A person or media representative must obtain a court order from the Presiding Judge of the Juvenile Court prior to contacting a child if:

(1) The person or media representative seeks to interview, photograph, videotape or voice record a child, who the person knows, or has reason to know, is under juvenile court jurisdiction and has been removed from the physical custody of the parent or legal guardian, and

(2) Confidential information regarding the child's case or dependency or wardship status may or will be disclosed as a result of the interviewing, photographing, videotaping, or voice recording. Requests may be sent to:

Juvenile Court Presiding Judge's Office
Edmund D. Edelman Children's Court
201 Centre Plaza Dr., Suite 3
Monterey Park, California 91754-2158
FAX: (323) 881-3794.

(3) Access to Dependent or Delinquent Children Without Court Permission. This rule does not prevent dependent or delinquent children from initiating contact with any person or media representative without court permission. Additionally, this rule does not limit contact between any person or media representative and families, attorneys, detention facilities, or court-ordered placements without court permission.

(4) (4) Right to Refuse. Conversely, nothing in this rule is intended to suggest that children, their families, attorneys, or personnel of detention facilities or placements have any obligation to agree to an interview or to provide information to media representatives.

(5) Request Forms. Request forms ("Requests") [Appendix 2] are available at:

Superior Court Clerk's Office
Edmund D. Edelman Children's Court
201 Centre Plaza Drive
Second Floor, Room 2700
Monterey Park, CA 91754-2158
(323) 526-6645

Failure to complete all sections of the form with specific information may result in a denial of the request without prejudice.

(6) Notice. At least five calendar days before the Request is filed with the court, the person initiating the Request shall serve, or attempt to serve, a copy on the appropriate parties either personally, by fax, or by first class mail.

In dependency proceedings, notice shall be served on: the child, attorney of record for the child who remains a dependent of the court, parent(s) or guardian(s) of the child who is under 18 years of age or their attorney, County Counsel, and Department of Children and Family Services ("DCFS").

In delinquency proceedings, notice shall be served on: the child, attorney of record for the child who remains a ward of the court, parent(s) or guardian(s) of the child who is under 18 years of age, District Attorney, and Probation Department.

a) Objections. Any objections to the petitioner's Request shall be submitted in writing to, and received by, the Juvenile Court Presiding Judge no later than: (a) 15 calendar days after date of service, if served by fax, electronic mail, or personal service, or (b) 20 calendar days after date of service, if served by mail. In order to receive a copy of the court's decision on the Request, the person/agency filing an objection shall include a self-addressed envelope.

i) Time for Objection Shortened for Good Cause. Petitioner may request the time allowed for objections to be shortened. Petitioner must provide timely notice to ensure any person/agency has an opportunity to object, and establish good cause why the objection period should be shortened. The Presiding Judge of the Juvenile Court will approve or deny the request based on whether good cause has been established in the Request, or the matter may be set for a hearing.

(7) Ex Parte Requests. The Presiding Judge may grant a Request on an *ex parte* basis, without notice as defined in Rule 17.2(c)(6), if it is shown by declaration or affidavit that good cause exists why required notice could not be given or should not be given.

(8) Evaluation on Case-by-Case Basis.

a) Detrimental to Child's Best Interests. The Presiding Judge, or his or her designee, shall not deny the Request unless the court finds a reasonable likelihood that the requested contact will be detrimental to the child's best interests.

b) Burden of Proof. The burden of showing detriment to the child shall be on the person or agency opposing the Request.

c) Factors Court May Consider. In making its determination, the court may consider, but is not limited to, the following factors: age of the child, nature

of the allegations in the case, child's expressed desire, child's physical and emotional health, extent of the present or expected publicity and its effect, if any, on the child and his or her family.

d) Protective Orders. Where it is necessary to protect the best interests of a child, the court may issue additional protective orders to maintain the confidentiality of the child's name and/or identity.

(9) Prompt Determination of Request. The court shall make a determination on the Request, or set a hearing, within 5 court days of the final day for filing oppositions.

(10) Particularized Findings Where Request Is Denied. If the court denies the Request, it shall issue particularized findings as to why such denial is necessary to serve the child's best interests.

\LINKS

California Code	http://www.leginfo.ca.gov/calaw.html
Division 31 Regulations	http://www.cdss.ca.gov/ord/PG309.htm
Title 22 Regulations	http://www.dss.cahwnet.gov/ord/PG295.htm

RELATED POLICIES

Procedural Guide 0500-501.10, Releasing DCFS Case Record Information

FORM(S)

REQUIRED/LOCATION Hard Copy None

LA Kids: None

CWS/CMS: Contact Notebook

SDM: None

ENTRY ASSESSMENT

EXHIBIT A-29

☐ THPP ☐ THP+FC

Agency Name: _____

Name: _____ Age: _____

Program Entry Date: _____ Expected Emancipation Date: _____

Do You: (Select All That Apply)

☐ Have a High School Diploma/GED: ☐ Yes ☐ No
Name: _____ Graduation Date: _____

☐ Attend High School: ☐ Yes ☐ No
_____

I Expect To Graduate On: _____

If You Selected "Attend High School," What Are Your Plans after Graduation?
(Check All That Apply)

☐ Attend College ☐ Obtain A Full-Time Job ☐ Attend Vocational School

☐ Join the Military ☐ Other _____

☐ Attend College/Vocational School at Least Half –Time: ☐ Yes ☐ No
Name: _____

☐ Attend an Apprentice Program: ☐ Yes ☐ No
Name: _____

☐ Have a Job Working At Least 80 Hours per Month: ☐ Yes ☐ No
Name: _____

☐ Participate In a Program or Activity Designed To Remove Barriers to Employment ☐ Yes ☐ No
Name: _____

☐ Have a Medical/Mental Condition That Prevents You from Participating In One of the Above: ☐ Yes ☐ No
Condition: _____

My Goals Are To:

_____
_____
_____
_____

_____ _____
Participant Signature Date

ENTRY ASSESSMENT EXHIBIT A-29

☐ THPP ☐ THP+FC

Agency Name: _____

Name: _____ Age: _____

Permanent Adult Connection: _____ **Relationship**: _____

Phone: _____ Address: _____

If you have other people that support you please list:

Name: _____ Relationship: _____

Address: _____

Email: _____

Length of Time Known: _____ Verified: ☐ Yes ☐ No Date: _____

Name: _____ Relationship: _____

Address: _____

Email: _____

Length of Time Known: _____ Verified: ☐ Yes ☐ No Date: _____

Name: _____ Relationship: _____

Address: _____

Email: _____

Length of Time Known: _____ Verified: ☐ Yes ☐ No Date: _____

_____ _____

Participant Signature: Date:

EXHIBIT A-30

BI-ANNUAL ASSESSMENT

☐ THPP ☐ THP+FC

Name: _____

Address: _____

Agency: _____

The goals that I have obtained are:

_____

_____

_____

_____

The Agency has helped me meet my goals by:

_____

_____

_____

The goals that I have set for myself are:

_____

_____

_____

I will do the following to meet the goals that I have set for myself:

_____

_____

_____

_____

I am ☐ am not ☐ employed. If employed, I make $ _____ per hour.

I am ☐ am not ☐ attending vocation school and/or college.

I am ☐ am not ☐ in an apprentice program.

_____ _____

Signature Date

EXIT ASSESSMENT EXHIBIT A-31

☐ THPP ☐ THP+FC

Participant Name: _____
Agency: _____
Entry Date: _____ Exit Date: _____
Contact Information:
Telephone: _____ Cell Phone: _____
Email: _____
Address: _____
Permanent Adult Connection: _____ Phone: _____

The goals that I have obtained are:

- ☐ High School Diploma
- ☐ GED
- ☐ Vocational Certificate
- ☐ Employment
- ☐ Other _____

1. How would you rate your training and overall experience while residing in the Program
   ☐ Very Good ☐ Good ☐ Fair ☐ Poor

If you stated POOR, please explain: _____

_____

2. ☐ I would recommend the Program ☐ I would not recommend the Program.

3. Please place a 1 in front of the area that you were helped MOST, and then put a 2 in the area you would rank second, a 3 in the area you would rank third and so forth?

_____ Budgeting _____ Employment Skills _____ Decision-Making
_____ Relationship building _____ Other (specify) _____

4. Please state your housing plan:

_____

5. Are you employed? ☐ Yes ☐ No

6. Are you in school? ☐ Yes If yes, what type? ☐ No
   ☐ High School ☐ Vocational ☐College

7. The best thing about the Program is:

_____

_____

8. The Program could be improved by:

_____

_____

Signature _____ Date _____

EXHIBIT A–32

LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE

REVISED JANUARY 2011

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INTRODUCTION

This booklet covers some of the areas of the law that might concern a person in out-of-home care. ***Legal Rights of Teens in Out-of-Home Care*** tries to answer some of the questions you might have about your out-of-home care, courtroom appearances, group home, foster home, and emancipation.

After reading ***Legal Rights of Teens in Out-of-Home Care***, if you think there are other topics that should have been covered, or other things that should have been emphasized, please let us know. We'd like your opinion.

The rights explained in this booklet are your *legal* rights. Just knowing your rights is not enough -- using your rights with common sense will help you get along even better. There is a lot of practical advice available from books, magazines, peers, and social workers that you can put to use. We know we can't cover it all, but we hope we've given you a good start.

If you have trouble understanding what certain words mean, find them in the ***Index*** at the end of this booklet. It lists some of the complex words and phrases used here and the page number that has a definition for each word. Endnotes are also available in this booklet to help you find the laws that guarantee your rights.[1]

Special thanks to the youth who helped in the production of this manual: Kashi Hernandez, Kamiza Sutton, Phyllis Carter, Amanda Ott, Tracy Fallon, Annie Devi, Mike Van Vorce, T.J. Sargent, Taneeka Blackburn, Susana Lopez, Marvin Hurd, Conyey Brown and Myeshia Grice.

Thanks also to Carole Shauffer, Maria Ramiu, Alice Bussiere, Pat Riley, Janet Knipe, Beverly Williams, Sujung Kim, Sharon Meieran, Alicia Amezcua, Nakeisha Peacock, Kelli Keith, Clark Peters, Liz Yap, Sheila Keating, Cheryl DeMichele, Janet Hong, Cristina Velez, Ayana Murphy, Karli Sager, Jyoti Rekhi, Rebecca Loubriel, Jennifer Luckowiak, Jennifer Chang, Kemi Mustapha, Jack Bouboushian, and Stephanie Huang.

This handbook was made possible by the generous support of the Morris Stulsaft Foundation, the Skadden Fellowship Foundation and the Bernard and Alba Witkin Charitable Trust.

KNOW YOUR RIGHTS

With every right comes a responsibility to use the right fully without exploiting it. Respect the rights of others as you exercise yours. As you read the following pages, keep in mind that respect for others, cooperation, and courtesy go a long way in getting the things you need and want.

You have the right to:

- Live in a safe, healthy and comfortable home where you are treated with dignity and respect.
- Be free from physical, sexual, or other abuse, or corporal punishment.
- Be free from discrimination on the basis of race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
- Be given healthy food, adequate clothing, individual storage space, and, for youth in group homes, an allowance.
- Be free of unreasonable searches of personal belongings.
- Not be locked in any room, building, or facility premises.*
- Receive medical, mental health, vision and dental services.
- Refuse medications or chemical substances not authorized by a doctor.
- Get sensitive health care services without an adult's permission.
- Contact your family members. Visit and contact your brothers and sisters.**
- Make and receive confidential phone calls and send or receive unopened mail.**
- Go to school. Participate in school activities, religious services of your choice, and age appropriate extracurricular and social activities.
- Have social contacts outside of the foster care system.
- Keep your own money and have your own bank account.**
- Attend Independent Living Skills Programs if you are 16 or older.
- Work if you are old enough by state law.
- Attend your court hearing and speak to the judge. Review your case plan. Keep your court records confidential.
- Contact your social worker or probation officer, attorney or CASA. See your social worker or probation officer once a month.
- Make complaints to the Department of Social Services and Foster Care Ombudsperson without punishment. [3]

* Unless you are in a community treatment facility.
**Unless prohibited by a court order or your case plan.

YOUR GROUP HOME OR FOSTER HOME'S RESPONSIBILITIES

- To accept you and treat you with dignity and respect.
- To provide for your daily care.
- To protect confidential information about you.
- To keep in regular contact with your social worker or probation officer.
- To participate in hearings about your case.
- To follow your case plan.
- To make sure you receive needed medical and dental care.
- To be reasonable when providing discipline, which may include confining you in an unlocked area, charging fines, and restricting television, radio, or phone access.

YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES

- To extend you courtesy and respect.
- To meet with you regularly, usually once a month.
- To call you once a month if there will be no visit. To return calls to you.
- To arrange for services to meet your needs while you are in placement.
- To choose the least restrictive and most appropriate placement for you.
- To formulate a permanent plan for you.
- To arrange visits with parents and siblings.*
- To ask you about significant adults in your life that you would like to stay in touch with and work to make those connections possible.**
- To inform the court of your situation and make recommendations to the court.
- To provide services for independent living after you turn 16, if not sooner.

* Unless prohibited by a court order or your case plan.
** If you are 10 or older and in a group home.

COMPLAINTS

What can I do if I think that something is wrong with my placement, care or services, or if I don't get along with the foster parent, the group home staff, or my social worker?

- First, talk to the person you don't get along with. Many times you can solve even big problems through honest discussion.

- If talking with the person does not work or you do not feel safe talking to that person, try talking with another adult who can help you with your problems. You can try talking with your social worker (or your social worker's supervisor), attorney, court appointed special advocate, or caregiver.

- If this doesn't work, you may want to consider contacting a local government agency or filing a complaint.[4] **

State Foster Care Ombudsman (877) 846-1602

If you think there is something wrong with your placement, care or services, this office will help you with your complaint and may start an investigation depending on the circumstances.

In addition to the state office, most counties in California have their own Ombudsman offices, which may be contacted to informally attempt to fix the problem.

Community Care Licensing (CCL)

The CCL makes sure that foster care placements are following the foster care licensing requirements. The CCL may conduct an investigation if there is a complaint of mistreatment in a foster care placement. If you are staying in a foster family home or relative's home instead of a group home, the county you live in (rather than the CCL) may be in charge of your home. First try calling the CCL. They should be able to tell you which office is the right one to call.

For more information and a list of county agencies, see the ***Useful Resources*** section of this booklet.

**Every group home is required to have written complaint procedures. You cannot be punished for filing a complaint. The home's complaint process should be posted in a location accessible to you. If not, ask one of the staff what to do - they are required by law to inform you of how to file a complaint.[5] If you live in a foster home, your foster parents must give you the address and phone number of where to file confidential complaints and how to do so.[6]

ENTERING THE SYSTEM

ROLE OF THE COURTS

What is a juvenile court?

A juvenile court is a court of law that is in charge of child abuse and neglect cases, as well as delinquency cases.

What is a juvenile court petition?

A petition is a request that the court become involved in a child's life. There are three kinds of petitions, named after numbered sections of California law, the Welfare and Institutions Code:

- **300 Petition**
- **601 Petition**
- **602 Petition**

A **300 Petition** is filed by the county child welfare department for abused or neglected children and youth and will state -- "allege" -- the reasons that county child welfare department workers think a child needs protection.[7] If the court agrees with the petition -- "sustains" -- at the jurisdictional hearing, the child becomes a "dependent" of the court.

A **300 Petition** is filed because of your parents' behavior. The following two petitions will be filed because of your behavior.

A **601 Petition** is filed by the Probation Department and alleges that a child has either run away, been truant from school four or more times within one school year, violated curfew, or regularly disobeyed his or her parents.[8] These are violations that are unlawful because of your age, or your "status" as a minor. If the court finds the petition is true, the youth becomes a "ward" of the court and is known as a "status offender." (Some counties treat runaways under Section 300.)

A **602 Petition**, filed by the District Attorney's Office, alleges that a child has committed an act that would be considered a crime if it had been committed by an adult.[9] Like the **601 Petition**, if the court sustains this petition, the result is that the youth becomes a ward of the court as a delinquent.

This booklet does not discuss the court process for wards. However, the court may place wards in foster homes and group homes and in those placements, wards have many of the same rights as dependents.

What kinds of hearings are there?

There are several kinds of hearings for young people who are or may be "dependents."

- Detention hearing
- Jurisdictional hearing
- Disposition hearing
- Dependency status review
- Permanency planning hearing
- Termination of parental rights hearing

The *detention hearing*[10] happens at the very beginning of a case when a youth has been removed from home by a social worker because of an emergency. The judge decides whether to let you go back home or to order you to stay in temporary foster care. The detention hearing must take place no later than three days after you've been removed from your home. Even if the judge lets you return home or to a relative's home, he or she may order the Department to supervise your care.

If you are placed in emergency or temporary foster care, then the judge must set a hearing date within 15 days of the time you enter temporary placement. If you're staying at home, the hearing must be within 30 days of the filing of the petition.[11] These hearings can be postponed if all the lawyers agree.

At the *jurisdictional hearing,*[12] the judge decides whether the allegations of the 300 Petition are true (sustained). Both you and your parents have the right to an attorney at this hearing. The judge may hear witnesses and other evidence. If the judge sustains the petition, you become a dependent of the court. The next step is to decide what should happen to you.

At the *disposition hearing,*[13] the judge decides where you should live while your parents try to solve their problems. It can take place at the same time as the jurisdictional hearing, but can be scheduled for later.

For the hearing, the Department files a report on your situation,[14] called a "social study." The report makes recommendations for your care. It must also explain what should be done to help you return home. The report must also spell out visitation by relatives. Your parents (or guardian), your CASA and all of the lawyers involved in the case have a right to a copy.[15]

The court reviews your case at a *dependency status review*, at least every six months.[16] The court will look at reports and decide whether the reasons you got into foster care still exist, if your placement is right, whether your case plan is being followed, and whether your parents are following the reunification plan (if there is one).[17] You or your lawyer can participate.[18] You also are entitled to get notice of the review at least 15 days ahead of time and no more than 30 days ahead of time.[19]

The *permanency planning hearing*[20] determines your future placement, though every hearing is supposed to look at this goal. It must be held no later than 12 months from the date that you entered care. The first thing the judge decides is whether you can return home. If the judge doesn't allow a return home, then there are four choices:

- *Schedule a second and final permanency planning hearing in about six months*.[21] The judge will do this only if it's possible that you may be able to return to your parents in the next six months. At that hearing, the judge will send you home or select one of the following options.
- *Adoption.*[22]
- *Legal guardianship.*[23] The judge will look at this option only if adoption is not an available option.[24]
- *Long-term out-of-home care*.[25] The judge will look at this option only if all the other options are not possible.

If the court finds you cannot go home but you can be adopted, the court will terminate your parents' rights.

After the permanency planning hearing, the court will continue to review your case every 6 months. This review could take place sooner than 6 months if the court thinks it is in your best interest.[26]

What is adoption?

Adoption is the first permanent plan option the court must consider when a foster child cannot be safely returned to his or her parents.[27] A foster child over 12, must agree to be adopted.[28] If the court finds that termination of parental rights would not be detrimental to the child, the court terminates parental rights and orders adoption as the permanent plan for the child.[29] Unlike guardianship, which is only temporary, adoption is legally permanent. Once adopted, the child is out of the foster care system and the law treats the adopted child just like any other "child" of the adoptive parents.[30]The Adoption Assistance Program provides benefits to families who adopt a child from foster care.[31] Adoptive parents may receive reimbursement for some expenses, such as court costs associated with the adoption,[32] as well as regular payments, that may not exceed the amount the would have been paid if the child were in a foster family home, to meet the child's needs.[33] If you are not adopted within 3 years and the court feels adoption is no longer in your permanent plan, you may petition the court to reinstate your parents' rights.[34]

What is guardianship?

Guardianship is the second permanent plan option the juvenile court must consider when a foster child cannot be safely returned to his or her parents.[35] A guardianship suspends the rights and responsibilities of the parents and gives legal authority and responsibility to care for the child to a responsible adult who has some has some relationship to the child, like a foster parent, relative or a family friend. After the court appoints a guardian, the juvenile court may keep the child in foster care or close the case. If the court appoints a relative as a guardian and closes the juvenile court case, the relative may continue to receive the basic foster care payment through the Kin-Gap program[36]. Guardianship is not permanent and automatically ends if the guardian dies or when the child turns 18, is adopted, marries or enters into active duty in the armed forces of the United States.[37] The parent, guardian or child can also petition the court to end a juvenile court guardianship sooner.

How do I find out about court hearings?

If you are 10 or older, the court must notify you in writing of the date, time, and place of each hearing. [38]

Can I go to hearings where the judge makes decisions about my future?

Yes. You also have the right to make a statement to the court about any decision that has to do with your placement or whether to return to your parents.[39] You can also ask the judge to talk with you privately, "in chambers," without your parents around.

You also have the right to petition the juvenile court yourself to change, modify, or set aside any order it makes. That means that you can ask for hearings about your case. This includes hearings to end the court's jurisdiction and involvement.[40]

Of course, your attorney can help you do this. Even adults cannot do this on their own. You can also just go to observe -- you don't have to say anything unless you choose to.

Can a judge decide where and with whom I live at these hearings?

Yes. If you can't live with your parents, a judge can place you with either a relative, or in a foster or a group home. You should tell the judge where you want to live.[41]

A judge will also decide whether you can visit with your parents or other family members while you are in out-of-home care and what types of services you and your family may need to be reunified.

"BEST" PLACEMENT

In deciding if you should live with a relative, the judge will look at each relative's moral character and ability to:

- be effective in guiding your behavior,
- provide for your needs,
- protect you from your parents,
- facilitate visitation and court ordered reunification efforts,
- keep you and your siblings together, and
- provide legal permanence for you if reunification fails. [42]

Can I have an attorney to represent me at court hearings?

Yes. You have the right to have an attorney represent you. Your attorney is responsible to do everything in his or her power to protect you and keep you safe.[43]

How do I get an attorney?

The court must appoint an attorney for you, unless the judge believes that you would not benefit by having an attorney. If you don't have an attorney and think that you need one, tell the judge what you think. The judge must give the specific reasons why you would not benefit from having an attorney if the judge does not appoint an attorney for you.[44]

What is the attorney supposed to do?

Your attorney is responsible for investigating facts, interviewing witnesses, making recommendations to the court concerning your welfare and participating in later court proceedings to represent your interests. This responsibility exists for issues directly involved in the court proceedings and those outside of that scope. Also, your attorney must interview you and take into account your wishes when making his or her recommendations to the court.[45]

The same attorney who represents you at the first hearing is responsible for representing you at all later hearings unless the judge has a good reason to remove your attorney from your case or just change your attorney.[46]

Who else can attend court hearings?

Your parents, their attorneys, your guardian or foster parents (if you are living with a foster family)[47] and their attorney, your social worker, and your court-appointed special advocate (CASA) can all attend the hearings. Any blood relative who cares about your case can also attend.[48] Non-relatives who are not legal guardians but who have been taking care of you on a day-to-day basis can also attend.[49] In addition to having the right to attend your hearing, your foster parent, Indian custodian, relative caregiver, community care facilitator, or foster family agency may give the court relevant information.[50] The judge may also give permission for other people to attend a court hearing. [51]

What is a "social study"?

A social study is a written report that your social worker writes and gives to the judge before the hearings about your situation in out-of-home care. You or your attorney has a right to know what the report says at least 10 days before each status review hearing.[52]

WHAT HAPPENS WHEN YOU ARE REMOVED FROM YOUR HOME FOR ABUSE OR NEGLECT

COUNTY CHILD WELFARE DEPARTMENT (CCWD)	YOU	THE COURT
CCWD prepares a case plan for you	You stay in emergency placement or temporary custody	The court conducts a detention hearing and a jurisdiction hearing to decide whether it and the CCWD should stay involved in your case
Your social worker visits you at least once a month and whenever you request a visit	You stay in kinship care, foster care, or group home	The court conducts a disposition hearing to decide your permanent and temporary placements
CCWD prepares a social report for each hearing to help the court make a decision in your best interests		The court (or CCWD) reviews your dependency status every six months
	You return home, are adopted, obtain a legal guardian, or are placed in long-term out-of-home care	No later than 12 months after the disposition hearing, the court conducts a permanency planning hearing

OUT-OF-HOME CARE

What is out-of-home care?

Out-of-home care, also called foster care, is a 24-hour state-supervised living arrangement for children and youth who are in need of temporary or long-term substitute parenting. The goal of out-of-home care is to protect and care for you when your parents cannot. While you are in care, a social worker will attempt to reunify you with your family, if possible. If being with your family is not possible, a social worker will try to find you another permanent place to live.

When you are in out-of-home care, you may live in a public shelter, a foster home, a relative's home, or a group home. You have a right to live in the "least restrictive" and most family-like place that can meet your needs and to live as close to your family as possible.[53]

How do children and youth get into out-of-home care?

In most cases, children and youth are placed in out-of-home care after they have been removed from their home and a court has found their parents cannot care for them. In some cases, parents voluntarily arrange for their children to be placed in out-of-home care.

Who decides whether and when I return to my parent(s)?

The judge. If you are removed from your home, your parent(s) will have to follow a "reunification plan" before you can return. This plan is to make sure that you will be safely cared for at home.

In deciding whether to return you to your home, the judge will get input from many people, including your social worker, probation officer, and attorney. The judge makes the decision through a series of hearings in which you have the right to participate. See the section called ***Role of the Courts***.

What is a "case plan"?

Your case plan[54] is a written document that sets out specific steps the social service agency and your family will take to try to resolve the problems that led to your being removed from your home. The county child welfare department must complete a case plan within 60 days of your removal from home.[55] It must take into account your best interests and special needs.[56] See the box on the next page for what must be in the case plan.[57]

The case plan must include your health and education records.[58] It should be updated at least every six months.[59] You have a right to be involved in the development of your case plan.[60] Ask your social worker if you want to participate.

CONTENTS OF THE CASE PLAN

A case plan must have:

- The long-term goal for your welfare and steps to reach that goal;
- The type of foster care where you are placed
- Why that placement is appropriate for you
- A plan for your proper care
- A plan for ensuring that you and your family receive services
- Why those services are appropriate for you and your family
- A visitation schedule for your social worker/probation officer
- A visitation schedule for your parents and siblings; and
- A transitional independent living plan if you're 16 or older.[61]

What is a transitional independent living plan?

It's a plan for how you will get the skills and help you need to be able to live on your own. Your social worker must give you information about and the opportunity to participate in the independent living plan.[62] See the section called ***Independent Living and Transitional Housing*** for more details.

Can I see my case plan?

Yes, if you are over 12, you have a right to review the plan, sign it, and receive a copy.[63] Every child has a right to be involved in the development of his or her case plan (as age appropriate).[64] The case plan is a part of the court record of each hearing, so you can get a report of its contents at each hearing.[65]

TYPES OF PLACEMENTS

Where will I be sent to live if I am placed in out-of-home care?

There are several different types of placements where you may be sent, depending on the circumstances of your case. A *foster home* is a family setting, where you live with foster parents and up to 5 other foster children. A *group home* is a residence where you live with more children. Most group homes have paid staff that usually does not live there. Services are provided to you in a group setting, though group homes should be as family-like as possible. *Kinship care* is a placement in the home of a relative or in the home of a non-related extended family member, someone you know well, but is not a blood relative. The court will try and place you in kinship care when possible.

What is "custody"?

"Legal" custody is the right and responsibility to make the decisions relating to your health, education, and welfare.

"Physical" custody means the place you live and who is directly supervising you.

How does the social service agency get legal custody?

There are two ways the state social service agency can get legal custody of you:

- voluntary placement[66]
- court placement[67]

A *voluntary placement* is when parents agree to let the social service agency take care of their child.

A *court placement* is when the social service agency asks the court for custody of a child because the child has been abused or neglected.

See the section of this booklet on ***Role of the Courts*** to get more information on the court process.

Who makes the decision where I will go to live?

The social worker usually decides.[68] For example, a social worker decides which foster home to send you to or whether you should live in a group home. A judge can overrule the social worker and decide that you should live with a relative. A judge may also decide that your placement is not appropriate and order the social worker to find a new placement for you. See the section on ***Out-of-Home Care***.

SURVIVING THE SYSTEM

TELEPHONE CALLS

Can I make phone calls or have other people call me when I am in foster care?

Yes. You have the right to make and receive telephone calls while you are in foster care, no matter which kind of placement you live in.[69] You can call or get calls from anyone you want - unless the court says that there should be limits on who you can talk to.[70] If the court says there are people you cannot talk to, the court or your social worker must tell your caregiver (group home, foster parent, relative) about it in writing.[71]

Can I make and get calls right away when I get placed in a new shelter or group home?

Yes. Just because you are new to a placement does NOT mean that they are allowed to restrict your calls.[72] Again, only the court can limit your right to make phone calls (and your placement can enforce the court's decision).

Can my caregiver listen when I'm on the phone?

No. You have the right to make and get *confidential* phone calls.[73] That means no one can listen in to your calls. That also means that you should be able to make or take a call somewhere where there is privacy and no one else (other youth, staff or adults) is listening to your end of the conversation.

Can my caregiver punish me by taking away my right to use the phone?

You can always make calls if there is a real emergency. Also, there are certain people you must ALWAYS be allowed to call (you might have to wait your turn, but you must then be allowed to call). These people include: your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.[74] Your caregiver can temporarily take away your right to talk to other people even on your cell phone,(besides everyone in the last sentence) as punishment or to make sure that everyone has an equal chance to make calls.[75]

Can my social worker or caregiver decide that I'm only allowed to talk to certain people on the phone?

Again, only the court can make that decision. If your social worker is doing what the judge ordered, she or he can place limits on your phone use. But your social worker or caregiver cannot make a list of people you can and cannot talk unless there is a court order about it.

Can my caregiver make me pay for my phone calls?

You cannot be forced to pay for calls to anyone you have the right to call including your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing. [76] You also cannot be forced to pay for local telephone calls.[77] This means that you should have access to a free phone. Your caregiver can ask you to pay for long distance calls though. If you don't pay them back, they can take away your right to talk on the phone long distance to anyone except your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office

and Community Care Licensing (remember, you can ALWAYS call these people).[78] You also have a right to own a cell/mobile phone unless there is a court order stating otherwise.[79]

VISITATION

How often should my social worker visit?

Usually once a month. In the first month of placement, your social worker should visit at least three times.[80] If you're in a long-term, stable placement, visits can be less frequent, but your social worker should always visit at least once every two months.[81] If you're in a group home, your social worker must visit you every month.[82] If you ask to see your social worker, he or she must come to see you.

Can I visit my parents, grandparents and other relatives when I am in out-of-home placement?

Yes. You have a right to visit with your parents[83] and grandparents[84] unless there is some reason why it is not in your best interests. Your case plan spells out a visitation plan for visits that may include parents,[85] grandparents, siblings,[86] and other important family members. The judge can order visitation for anyone who has an interest in your welfare.

I'm in a different placement than my brother/sister. Can we visit each other?

Yes. The placing agency (your social worker) must allow you to keep contact with siblings as much as possible, unless the court decides it is against the best interests of you or your brother or sister.[87] Your case plan should specifically set out visitation arrangements for you and your siblings.[88]

What if I would like to change the arrangement for visiting with my family?

Talk with your attorney and social worker. At the next hearing, tell the judge how you feel. You can also petition the court yourself to modify your visitation plan. See the section of this booklet called ***Role of the Courts*.**

HEALTH CARE

Do I have a right to health care?

Yes. You have a right to basic health care, which includes medical, dental, vision and mental health services.[89]

Who can I talk to if I want to see a doctor or nurse?

Talk with your care provider (foster parent, guardian or a group home staff member). If there is a problem talking to your care provider, you can also talk with your social worker, probation officer or attorney.

Do I need an adult's permission for all health care services?

No. Although your parent, caregiver or the court must give permission for you to get most of your health care services, you can give permission for and confidentially receive certain "sensitive health care services". (See question below for definition of sensitive health care services.)

What are sensitive health care services?

Sensitive services are the specific health care services described below that the law allows you to make decisions about because it is more important for you to get treatment than not get treatment because you may be afraid or embarrassed to get permission from your parent or caregiver.

You do not need an adult's permission for any medical services that have to do with preventing or treating pregnancy, including getting birth control or an abortion or having a baby.[90] See the section on ***Pregnancy***.

You also do not need an adult's permission if you are 12 years old or older and the services are related to treatment of:

- sexually transmitted diseases(STD's), HIV/AIDS, hepatitis, tuberculosis and other serious infectious, contagious, or communicable diseases[91] ;
- drug or alcohol use;[92]
- rape[93] or sexual assault;[94]

or

- mental health conditions, but only for outpatient counseling services and only if a doctor finds that you are mature enough to make the decision and you present a danger to yourself or others without the treatment.[95]

To find services for anything talked about above, you can talk to a nurse at the Teenage Health Resource Line at (888) 711-TEEN. You can also call the California Youth Crisis Line at (800) 843-5200. Both lines are confidential, so no one else will find out what you talked about.

Do I ever <u>have</u> to take medications?

You have the right to say no to all medications and chemical substances that are not authorized by a doctor. [96]

What if I do not want to take medication that has been prescribed by the doctor?

If you do not like the way a medication makes you feel or if you think that it's not the right kind of medicine for you, try talking to your caregiver or doctor first. If this does not work, try talking to your social worker or lawyer. The Court has the power to decide who can make medical decisions in your life.[97]

How is my health care paid for?

When you are first placed in a foster home, kinship care, or a group home placement, you should be automatically enrolled in Medi-Cal or your county's substitute health insurance program. Your health care needs will be paid for through one of these two programs and you will not need to pay for any services as long as you are in, or covered by, the foster care system in California.

Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.[98] See the section called ***Transitional Medi-Cal***.

PREGNANCY

What if I become pregnant while in out-of-home care?

If you become pregnant while in foster care, the decision of whether to keep the baby, put the baby up for adoption or have an abortion is entirely up to you. You have the same right as other teens to get advice on birth control, family planning and pregnancy tests without the consent of anyone else.[99]

Do I need my parents' permission to put the baby up for adoption?

No. Voluntary adoption, however, requires the consent of both parents of the new baby.[100]

If I have the baby while in out-of-home care, will the state take it away from me?

If you give birth while in out-of-home care, your baby will not automatically be taken away from you. You and the baby should be kept together in as family-like a setting as possible. If possible, you and the child should get access to services to help support you and the baby.[101] The child welfare agency may take your baby away if it believes that the baby has been abused or neglected, or is at risk of abuse or neglect.[102] If the child welfare agency does take away your baby, it must give you notice of why it took away your baby, how the court process works to decide whether the agency should have taken your baby and what your rights are to try to get your baby back. [103] The court must give you a lawyer to help you fight to get your baby back through the court. [104]

What is a "whole family foster home"?

A "whole family foster home" is a family home specifically trained to help you develop positive parenting skills.[105] Whenever possible, you should be placed in a whole family foster home with your baby.

What is a "shared responsibility plan?

A "shared responsibility plan" is an agreement made between you, your caregiver, and the child welfare agency or the probation department.[106] The plan should be created as soon as possible, but not later than 30 days after your placement.[107]

The purpose of the plan is to help keep you and your baby as a family, to help you learn how to be a good parent, and to help prevent any arguments or misunderstandings between you and your caregiver.[108]

Things that should be included in the shared responsibility plan are: feeding, clothing, hygiene, health care, discipline, and sleeping arrangements.[109]

When the plan is finished, a copy must be given to you, your attorney, your caregiver, and the child welfare agency/probation department.[110] After this is done, your caregiver's monthly payment will increase by $200 per month for the extra care and supervision of your baby.[111]

If I become pregnant and I want an abortion, how do I get one?

If you become pregnant, Medi-Cal will cover your abortion if you want one. An abortion is considered a sensitive service that you can get without the permission of a parent, guardian, caregiver or the court, and it will be provided to you at no cost. See the section on ***Healthcare***.

Can my parents or boyfriend make me have an abortion or keep me from having one?

No. It is your choice alone. If you need someone to talk to about this important decision, call 1-800-230-PLAN to get in touch with a Planned Parenthood counselor in your area.

Will my foster care provider receive extra money to help care for my baby?

If your baby is living with you in a foster care placement, your foster care provider will receive additional foster care funding to cover the basic care and supervision of your baby.[112]

EDUCATION

Do I have a right to go to school?

Yes.[113] You have a right and a responsibility to go to school. You also have a right to the same school resources, services and extracurricular activities as other students in your school.[114]

Who can make educational decisions for me?

Your parents (or legal guardian) keep the right to make educational decisions for you unless the juvenile court specifically limits their right to make educational decisions or terminates all of their parental rights. Whenever the juvenile court limits the right of a parent to make educational decisions, the court must choose a responsible adult to make educational decisions for you. If you are a student receiving special education services and the court can't find a responsible adult to make educational decisions for you, it will ask your school district to appoint a surrogate parent.[115] However, the court and the school may not choose your social worker, probation officer or someone who works for your current group home placement or school to make educational decisions for you.[116] If the court cannot find a responsible adult to make educational decisions for you, the court may make those decisions for you.[117]

Can my foster parents make educational decisions for me?

When the court is deciding on a responsible adult, or the school district is deciding on a surrogate parent, they will probably choose your foster parent, relative caregiver, or court appointed special advocate (CASA). If the school district can't find a surrogate parent for you out of the possibilities above, then it can pick someone of its own choice.[118] The court will also consider other adults in your life like relatives, family friends, or mentors willing to make those decisions for you.

Do I have to go to certain schools because I am in out-of-home care?

You have a right to go to a public school in the district you are living, unless either your Individualized Education Program (IEP) or the person responsible for making educational decisions for you says differently.[119]

Do I have to change schools if my placement changes?

If it is in your best interest, you have the right to stay in your school for the duration of the court's jurisdiction, or for the rest of the school year, whichever is longer, even when your living arrangement changes.[120] If your placement changes and you are moving between school levels (for example, from elementary to junior high school or middle school to high school) you have the right to go to the school that students moving on from your old school are designated to attend.[121] Where you go to school is a decision that should be made by you, the person in charge of your educational decisions, and the school district's foster care liaison. If there is a disagreement among you, you have a right to stay in the same school until the disagreement is resolved.[122]

If I change schools, can my new school make me wait for any reason to enroll?

No. You have a right to be immediately enrolled in your new school, *even if:*

- the school has not yet received your proof of residency or immunization, health or academic records,

- you do not have your school uniform yet,

and/or

- you still owe fines at your old school.[123]

Will I lose credits for the work I did at my old school if I change schools?

The school you transfer to must give you full or partial credit for work you completed. Your old school is responsible for providing to your new school a record of your grades, classes taken, attendance and any credits earned.[124]

Once it has been decided that you are going to change schools, your case worker or probation officer will notify your old school of your last day of attendance and ask them to figure out your class credits and grades.[125] Within two business days of being notified, your old school must send your new school your information, including your grades, classes you've taken, immunization records, and your special education plan (if you have one).[126]

Can schools punish me or lower my grades for absences?

It depends on the reason you were absent. A school cannot punish you or lower your grades for absences because of a :

- school transfer
- foster care placement change
- court appearance

or

- court ordered activity.[127]

If you were sick, attended a funeral of a family member, or had a dental or medical appointment, including an appointment for a sensitive health service that does not require an adult's permission (see the section on ***Health Care***), the school must excuse your absence.[128] The school must give you a reasonable amount of time to complete any work you missed for any excused absence and the school must give you full credit for work if you successfully complete it.[129]

Just be sure to bring your school a note from your caregiver, social worker, probation officer, the court or your doctor excusing your absence.

RELIGION

Can my foster parents or group home make me go to a church, temple, or mosque?

No. You do not have to attend religious services that you do not wish to.[130]

Can my foster parents or group home keep me from going to my church, temple, or mosque?

No. You have a right to attend religious services of your choice. Your foster parents or group home must help you to arrange transportation to and from your place of worship provided it is within a reasonable distance. The only other way you can be prevented from attending religious services is if there is a very strong reason for not allowing you to go. Foster parents, for example, can refuse to take you to services if you seriously misbehaved on a prior occasion. They cannot, however, refuse to take you to services simply because they don't want to. Your social worker is supposed to help match you to foster care providers who will understand your religious needs.[131]

IMMIGRANT STATUS

Can I be denied services while I'm in a foster home or group home placement just because I'm an immigrant?

No. You must have fair and equal access to all available services and you may not be discriminated against or harassed just because you are an immigrant.[132]

If I'm undocumented, can I get a green card because I've been placed in a kin, foster or group home placement?

Maybe. Children who have been abused, neglected or abandoned, and are eligible for placement in long-term-foster care because they cannot be reunified with their parents may be eligible for a green card by applying for Special Immigrant Juvenile Status (SIJS).

What is Special Immigrant Juvenile Status (SIJS)?

SIJS makes it possible for dependents and wards of the juvenile court to become a permanent resident of the United States (i.e. get a green card).[133] To get the full benefits of this status, you must also apply for Permanent Resident Status.

If your application for SIJS and Permanent Resident Status are approved, you can stay in the United States permanently, work here, qualify for in-state tuition at colleges, and apply for US citizenship in five years.

Can I apply for SIJS?

To apply for SIJS, these things **must** be true:

- you are under 21;[134]
- you are not married;[135]
- you have been declared a dependent of the juvenile court or have been placed in out-of-home care by the juvenile court and remain under juvenile court jurisdiction;[136]
- your juvenile court judge has decided you are eligible for long term foster care because parental reunification is not possible;[137]
- the judge's decision regarding your eligibility for long term foster care was because of a specific finding of abuse, neglect or abandonment;[138]
- the judge has decided it is in your best interest not to be returned to your home country;[139]

and

- the juvenile court judge has signed an order confirming all of the above.

Are there risks when applying for SIJS?

Yes. A SIJS application alerts the immigration authorities that you or your family are not lawfully in this country and may cause the government to try to remove (deport) you from the United States if your application is denied.

What sorts of things could cause my Permanent Resident Status application to be denied?

Even if you meet the beginning application requirements, your application could be denied for other reasons, including if you have a record with drugs or crime, are HIV positive, or have been deported before. If you fall into any of these categories, your application could be much more risky and you should talk to an experienced immigration lawyer before you apply.

Are there any other ways to get my green card?

Yes, there are several. You might be able to have your parent, adoptive parent or stepparent apply for you if they are a US citizen even if you don't live with them. You might also qualify for something called temporary protected status if you are from a country that is in a civil war or where a natural disaster happened. To figure out your options, you should talk to a lawyer with experience in immigration issues.

How can I get help with Immigration issues?

Start by asking your social worker, CASA, probation officer or care provider to help you find someone with experience in immigration issues to assist you. You should also talk to the lawyer assigned to your juvenile court case and ask for help with the process. If your juvenile court lawyer does not know about these issues, he or she should help you find someone who does. If your lawyer is unfamiliar with SIJS or other immigration issues and resources, he or she can contact:

Immigrant Legal Resource Center—(415) 255-9499 or ilrc.org

Pacific Juvenile Defender Center— pjdc.org

LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER AND QUESTIONING (LGBTQ) YOUTH

The Foster Care Nondiscrimination Act, A.B. 458 (2003-2004), makes it illegal to harass or discriminate against youth and adults in the California foster care system because they are LGBTQ, or because someone thinks that they are.[140] This means that no one should harass or hurt you because of your sexual orientation, gender identity, sex or HIV status. If you have been harassed or discriminated against in the foster care system, you can file a complaint with CCL (Community Care Licensing), contact the state or your local Foster Care Ombudsman and/or talk to your lawyer or social worker. (See, the "Complaints" section on page 4.) If you need help or have questions about discrimination, you can also call the National Center for Lesbian Rights (they'll help even if you are not a lesbian) at 1-800-528-6257.

What if my foster parents or caregivers won't accept me or if they treat me differently because I'm an LGBTQ youth?

If your foster parents will not accept your gender identity or sexual orientation and you feel unsafe, you should be allowed to move to another placement. You also have the right to get the same services, care, placement, treatment, and benefits as all foster youth. You can't be treated differently because of your sexual orientation, gender identity, sex, or HIV+ status. For example, if other youth in your group home can date – you cannot be prevented from dating simply because your sexual orientation is different from theirs.

CONFIDENTIALITY AND YOUR RECORDS

Who can look at my records or get information about my case?

Only those people directly involved in your case.[141] Also, the social worker can share information with those people who need it in order to take care of you.[142] For example, your social worker could tell your foster parents or group home staff about your medical history so they can make sure that you get the care you need. But your social worker shouldn't tell anyone who doesn't need to know that information.

If you want others to look at your records, you can give your consent, or permission. In some cases, you might also have to get the consent of your parents, guardian, social worker, probation officer, or the juvenile court to release the information.

Can I look at my school records?

Yes. If you're under 16, you need the permission of your parents, case worker, or a judge. After you turn 16 or finish the 10th grade, you can look at them yourself.[143] Ask a guidance counselor or principal about what you need to do.

Can I look at court records?

Yes. You have the right to look at your court records.[144] You do not have a clear right to look at the records kept by your foster parents or group home. However, your attorney or "authorized representative" (anyone who has legal authority to act on your behalf) has access to those records.[145] Ask your social worker or probation officer.

(Also see section on "**Access to and Sealing of Records**" below.)

DRIVING

When can I get a driver's license?

You may get a learner's permit, which allows you to drive with a driver who is at least 25 years old, when you turn 15-1/2 years old.[146] You may be eligible for a provisional license after you have held a learner's permit for at least 6 months, completed 50 hours of supervised driving, including 10 at night, and completed driver's education and training.[147] Your provisional license becomes a full license when you turn 18 years old if you have no outstanding Department of Motor Vehicles suspensions or court ordered restrictions.[148]

What are the requirements of a provisional license?

For the first 12 months (or until you turn 18) you may not have a passenger in your car who is under the age of 20 years old unless you also have a licensed driver who is at least 25 years old in the car as well. For the first 12 months (or until you turn 18), you may not drive between 11:00 p.m. and 5:00 a.m. unless a licensed driver who is at least 25 years of age is in the car. There are exceptions to this restriction when reasonable transportation facilities are inadequate and the operation of the vehicle becomes necessary due to immediate family, employment, medical, and school needs. Licensees must carry a statement from the appropriate school official, employer, doctor, or parent/ guardian while driving.[149]

How do I get a driver's license?

The rules differ depending on your age. Once you turn 18, you can simply apply at the Department of Motor Vehicles (DMV), which is listed in the phone book's government section. If you want a license before you turn 18, you'll have to apply for a learner's permit and get your guardian or biological parent to sign a form. You can also get the signature of a grandparent, adult sibling, aunt, uncle, or a foster parent who is living with you. It is their choice if they want to sign for you. The person who signs will be responsible for damages if you have an accident. In some cases, out-of-home care providers are not permitted by the county or their own rules to sign for you. There is no right to have a license. (See the section on ***Getting a Learner's Permit for Driving if You're Under 18***).

What if I can't get a parent, guardian, relative, or foster parent to sign for my driver's license?

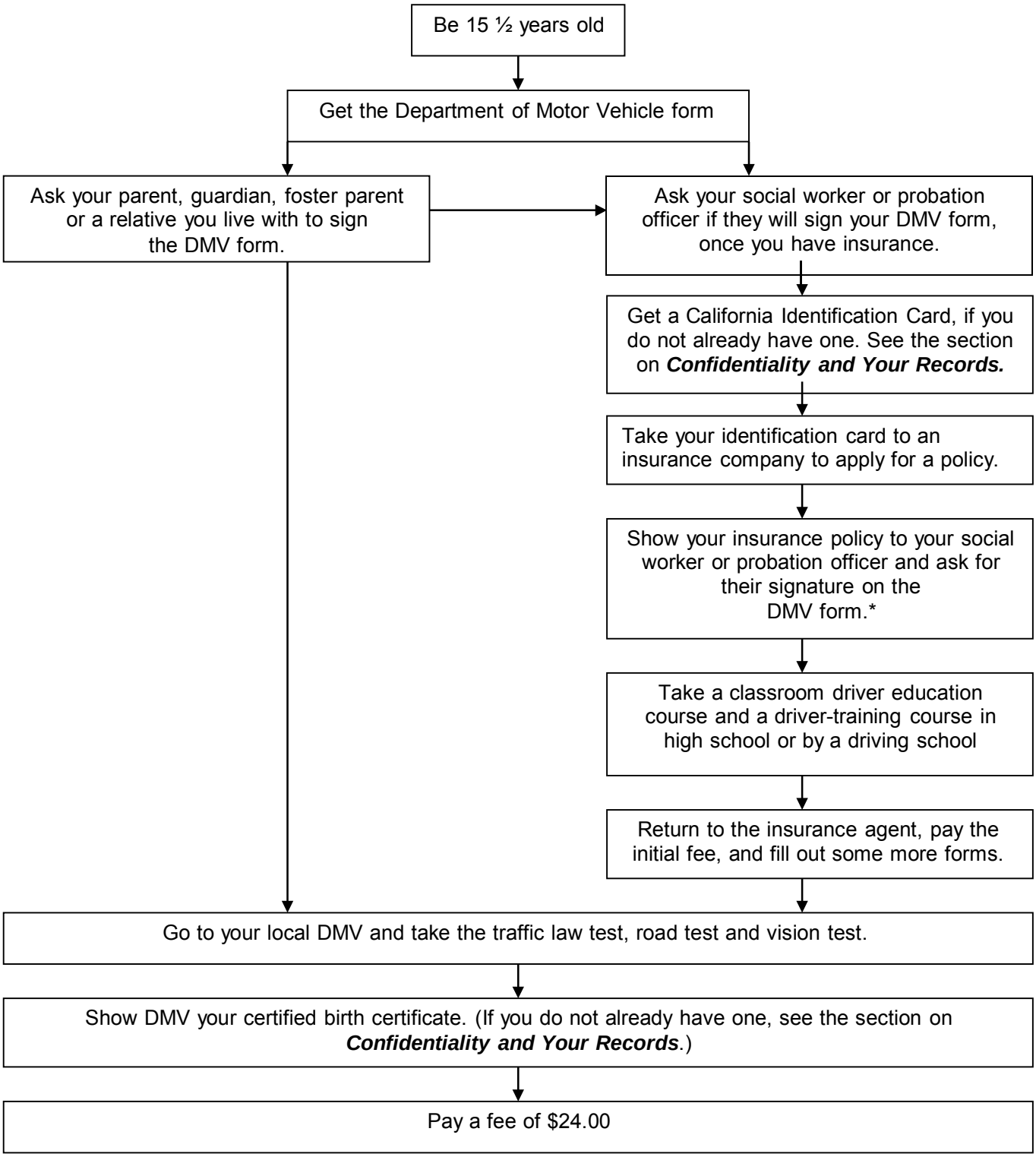
If no one will sign, you can get your probation officer or social worker to sign. They'll tell your foster parents that they're signing for you.[150] But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license.* The probation officer, social worker, or county agency will not be responsible for damages from any accident.

How do I get auto insurance?

If you have a parent, guardian, relative, or foster parent sign for your license, his or her insurance should cover you. The person who signs should talk to his or her insurance agent to make sure that you are covered under his or her insurance policy.

If you have your social worker or probation officer sign, the easiest way to get insurance is by calling the California Automobile Assigned Risk Plan toll free at 1-800-622-0954. Beware! Getting insurance is very expensive, often with a large up-front charge.

GETTING A LEARNER'S PERMIT FOR DRIVING IF YOU'RE UNDER 18



* Remember, if your probation officer or social worker signed your DMV form, you need to be extra sure to keep your insurance payments up to date. The insurance company will terminate your policy if you're late in paying. If it does, it will tell the DMV, which will take away your license.

PREPARING TO LEAVE THE SYSTEM

PREPARATION BY YOUR SOCIAL WORKER

What is supposed to happen before I leave foster care?

The court should have a final hearing to talk about closing your foster care case. You should be told about the hearing and allowed to attend.[152] Before the hearing, your social worker must make sure you have:

- Written information about your case, including your family history and placement history, and the location(s) of your siblings if they are in foster care and the court doesn't prevent you from knowing for a good reason;
- Your birth certificate, social security card, identification card, death certificate of your parent(s) if they died and proof of citizenship or residence;
- Help applying for continued Medi-Cal or other health insurance;
- A referral to transitional housing if it's available or help getting another place to live;
- Help getting a job or finding another way to earn money;
- Help applying to college or vocational training and getting financial aid; and
- Assistance to make sure you can keep relationships with people who are important to you if it is in your best interests or good for you. [153]

If any of these things have not happened and the judge thinks that is harmful to you, the court can keep your case open until all of these things are offered to you.[154] But if your social worker cannot find you or you refuse these services, the court can still close your case.

INDEPENDENT LIVING AND TRANSITIONAL HOUSING

What is an Independent Living Skills Program or ILSP?

This is a program to help you develop the skills you need to be on your own. ILSP is offered to youth 16 years old and older.[155] Many counties offer special group programs and activities to help encourage independent living skills. These should be available to every youth in foster care, age 16 and older, who wants to participate.

These Independent Living Programs are a great way to meet with other youth in out-of-home care who are in situations similar to your own. They also will help you prepare and apply for college, including letting you know about special financial aid programs available for students who were in out-of-home care. These programs will also help you find, interview for, and stay in a job.

The ILSP and services that you will need to help you prepare to move from foster care to independent living must be described in a *written transitional independent living plan (TILP),*[156] which is part of your case plan. The TILP, designed by your social worker(and agreed to by you), should be appropriate for your age and abilities and should include education, career development, living skills, financial resources, and housing related services.[157]

Who is eligible for these Independent Living Skills Programs?

Youth who are under 21 and were in a foster care or KinGap placement anytime between their 16th and 19th birthdays are eligible for ILSP. [158] However, any youth may be allowed to attend ILSP events. Some counties, for example, allow younger foster youth to participate.[159] Ask your social worker about it.

What is transitional housing?

It is a type of placement that's available to foster youth 16 to 18 years old who are in, or have successfully completed, an Independent Living Program.[160] There are three different kinds of transitional housing. You can:

- live with an adult in an apartment,
- live in your own apartment, with a supervising adult who lives in the building, or
- live in your own apartment with supervision by the Department.[161]

So far, it's available in only a few counties in California, but should be available to more youth soon. For more information on what counties provide transitional housing talk to your social worker or you can visit: http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf.

See the “Transitional Housing Program Plus” section below for information on transitional housing available in some counties for youth age 18 to 24 who are no longer in foster care.

MONEY AND JOBS

Do I have a right to an allowance or money for clothing?

If you are in a group home, you have a clear right to an allowance unless your case plan says that you shouldn't receive it.[162] There is not, however, a clear right to an allowance for youth in foster homes. Your group home or foster home can keep your money in a safe place for you so long as you have access to it.[163]

When can I get a job?

You can legally start a job when you turn 16, and even sooner in special cases.[164] There are restrictions on the number of hours you can work per day and per week and the type of work you can do.[165] Ask your Independent Living Skills Program (ILSP) worker or school about how to find a job and get a work permit.

Can my foster parents or group home keep me from working?

Yes, but they must have a good reason. The reason must be in your case plan if you are 16 or older. If you are able to work responsibly, your group home or foster home should cooperate in your employment. [166]

Will I need an ID or a social security card to get a job?

Yes. You will probably need both. Employers will need to see official identification proving who you are and that you have a social security number. Such identification may include a U.S. passport, driver's license, California identification card, Naturalization papers, etc. Even if a job does not require these, it is always a good idea to have a copy of your social security card and a picture ID. You should keep these in separate locations whenever possible, so that if you lose one, you still have the other.

How do I get a social security card?

You probably already have a social security number assigned to you and you just need a copy of your card. First check to see if your social worker already has a social security card for you in your case file. You can also just go to a local social security office to get a card. To find the nearest office, look in the phone book or on the internet at: https://secure.ssa.gov/apps6z/FOLO/fo001.jsp. You will need to fill out a form, prove who you are and that your are a U.S. citizen or are here legally. Replacing your social security card does not cost anything.

What if somebody else already has my birth certificate or social security card and I can't get it from that person?

You can get another copy of either. There's no law against having several copies. To obtain a certified copy of your birth certificate, you should first check with your social worker. He or she should have a copy. If he or she does not have a copy, call the vital statistics office in your birth state for instructions on how to request one. Each state is a little different, so make sure you understand what they need. It may take a few weeks, unless you go in person. It usually costs $10 - $20. If you were born in California, the number is (916) 445-2684, and the fee is $15.00.

What is a California identification (ID) card?

A California ID card is a card issued by the State of California. ID cards look like driver's licenses, but are used for identification purposes only. An ID card is valid for six years.

How do I get a California identification (ID) card?

To get a California ID card, you will have to visit a local Department of Motor Vehicles (DMV) office. At the DMV, you will have to do the following:

- Complete an application form DL 44. (An original DL 44 form must be submitted. Copies will not be accepted.)
- Give a thumb print.
- Have your picture taken.
- Provide your social security number. It will be verified with the Social Security Administration while you are in the office.
- Verify your birth date and legal presence. You may use any number of documents to prove this, such as your California driver license, passport, birth certificate or Permanent Resident Card.
- Pay the application fee. ($21)

(More information about obtaining an ID card can be found at http://www.dmv.ca.gov/dl/dl_info.htm#idcard.)

What if I don't have a social security number?

If you are legally in the United States, but cannot get a social security number, you do not need to provide a social security number at the DMV. However, you will need to provide a legal document which proves your birth date and legal presence.

If I have a juvenile record, will my employer be able to get this information?

Most employers (law enforcement agencies, certain government agencies and certain private employers are exceptions[167]) should not be able to get information that is in your juvenile record unless you give it to them or give them permission to see it. However, if you get your juvenile record sealed, no one can get access to your record[168], See the section called ***Access to and Sealing of Records*** for more information.

Is there a limit on how much I can save?

Yes. Any savings that you plan to use to prepare to leave or when you leave foster care may not exceed $10,000 including interest.[169] This type of savings account is called an emancipation account. The government may not make you use any of your savings in this account to help pay for your foster care placement.[170]

You may also save money in a different account than your emancipation account. However, the government may ask you to use any money you save over $1,000 that is placed in this account to help pay for your foster care placement.

What is an emancipation account?

The emancipation account is an ordinary bank account that you open, or any adult opens on your behalf, for the specific purpose of saving money that you earn through a job, participation in an ILSP program, or any other source detailed in your written transitional independent living plan to help you make it on your own when you leave the system.

How do I set up an emancipation account?

Your ILSP worker will help you with this. You can set up an emancipation account by opening, or having an adult open an account in your name with a bank or savings and loan institution that is insured. This account should be separate from any account you keep for basic spending money. The money that you deposit in this account must be from work or other sources that are part of your written independent living transitional plan. The money in this account must be used for purposes related to the goal of emancipation or when you leave foster care. If you need to withdraw money from this account while you are still in foster care, your social worker must agree in writing that the reason you need to withdraw the money is related to the goal of emancipation and place the written approval of the withdrawal in your case file.

LEAVING THE SYSTEM

EMANCIPATION

What does "emancipation" mean?

It means being free from the custody and control of your parents, guardians, the social service agency and the juvenile court.[171] Legally, when you turn 18, or reach the age of "majority," you become an adult under the law.[172] This means that you can vote, enter into contracts, get married and have certain other rights and responsibilities. Sometimes, however, the court will keep jurisdiction over your case and the court will still be involved in your life after you turn 18.

Do I have to leave foster care when I turn 18?

Juvenile courts in California are allowed to keep your case open until you turn 21, but they are not required to.[173] In some counties, almost all youth leave the system when they turn 18, or maybe 19 if they are still working toward a high school diploma, GED or vocational certificate.[174] There are some things that need to happen in every county before the court can terminate jurisdiction and "emancipate" you from foster care. Beginning January 1, 2012, you will have the option to stay under or leave the court's jurisdiction at age 18.[175]

Will I still get health insurance when I leave foster care?

If you are in foster care when you turn 18, you can continue to use Medi-Cal until you turn 21. (See the ***Transitional Medi-Cal*** section of this booklet).

Can I get emancipated before I turn 18?

You can be emancipated under 18 if you get married or join the armed services – with the consent of your parent(s) or guardian(s) and the court.[176] You can also be emancipated by a judge[177]; but you won't qualify for emancipation by a judge if you are living in a group home, foster home, temporary shelter or living in any other situation where someone else supports you.

To be emancipated by a judge before you turn 18, you must be at least 14, living independently and managing your own finances, including having a legal source of income and managing your own finances and paying for things like food, clothing and housing.[178] Even if you meet the basic requirements, a judge may refuse to declare you emancipated if it is "contrary to your best interest," or in other words, not good for you.[179]

Is emancipation my best option before I turn 18?

Emancipation is not for everyone. Very few youth meet the requirements before reaching the age of 18. Plus, emancipation may not be necessary to get the things you need. If, for example, you need a different living situation, it may be a better option to try to get your placement changed or a different living arrangement approved by the court. (See ***Types of Placements***, ***Independent Living*** and ***Role of the Courts*** sections in this booklet.) You already have the right to get counseling and treatment for things like contraception, sexually transmitted diseases, pregnancy-related treatment, and drug and alcohol abuse treatment without notice to or the consent of adult. Emancipation is a serious step and should be considered carefully. Even after you're emancipated, you'll still be treated as a minor in some ways. Emancipation won't let you drive before the age of 16.[180] It also doesn't change the rules about statutory rape. Until you turn 18, you'll still need parental or court permission to get married.[181] You still won't be able to drink[182] or smoke.[183] You also won't be able to vote.[184]

TRANSITIONAL MEDI-CAL

Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.[185] To receive these benefits you must keep living in California and make sure your social worker and Medi-Cal office know:

- your current address,
- if you want to continue under Medi-Cal, and
- if you will be getting any other health insurance.[186]

This type of Medi-Cal does not depend on how much money you have or what type of living arrangement you live in once you leave foster care.[187] You will have to go through the review process once a year and show that you are still under 21, living in California, and want to continue receiving Medi-Cal.

If you are going to turn 18 soon and leave the foster care system, but no one has talked to you to find these things out, call your social worker or call your county's Medi-Cal eligibility worker to set up an appointment.[188]

This extension of Medi-Cal does not apply to you if you are in the Kin-GAP program, an undocumented immigrant, or living in a residential treatment facility. You are not disqualified if you are on probation, though.[189]

TRANSITIONAL HOUSING PROGRAM PLUS (THP+)

What is the Transitional Housing Program Plus (THP+)?

THP+ is a program designed to help you live on your own once you have left foster care by helping you with housing and other services.[190] The THP+ program is run by local county governments.[191]

Who is eligible for THP+?

You are eligible for THP+ if:

- you are between the ages of 18 and 24;[192] and
- you have emancipated out of foster care in a county that has chosen to participate in the THP+ program.[193] Sometimes counties will offer THP+ to youth that emancipated from foster care in a different county, but are now living in their county.[194]

How long can I get THP+ Services for?

You cannot receive THP+ services for more than 24 months.[195] You also cannot receive THP+ if you are over the age of 23.

Does it cost anything to stay in THP+ housing?

This depends on the program. You will need to check with the individual program to find out how much it costs. You may be charged monthly rent, but the cost is regulated by California law.[196].

Does every county have a THP+ program?

Unfortunately, no. Counties choose whether or not to participate in the THP+ program. To find out if your county participates in the THP+ program, you can contact a transitional housing coordinator in your county. See the section of this booklet called ***Useful Resources*** for more information.
.

ACCESS TO AND SEALING OF RECORDS

Can I get my juvenile court record sealed?

Yes. You can seal your records if you are a dependent (300) status offender (601), or delinquent (602) [197],. You can get them sealed:

- five years after your last juvenile court contact. That means five years after the juvenile court jurisdiction ended or the first time you were ordered to appear before your probation officer, whichever is later.

or

- after you turn 18,

but,

- if you've committed certain serious crimes, you will not be able to seal your records. [198].

For more information about sealing your records, see the ***Useful Resources*** section of this booklet.

How do I get my juvenile court records sealed?

Your records won't be sealed automatically. *You* must do something to get them sealed. A petition must be filed with the juvenile court asking the judge to seal your records.[199.] Contact your dependency or delinquency attorney for information about sealing your records. You can also get information on record sealing from the probation department, the social service agency or the juvenile court in the county where your case was handled.(WIC 826.6) The Public Defender's office or your local Legal Aid office may be able to provide you with free legal help to seal your record. The probation department, social service agency or the juvenile court may be able to give you referrals to other agencies for free legal help to assist you in sealing your record.

What can I say to people who ask me if I have a juvenile court record?

After your juvenile court records are sealed, you can *totally deny* having a record. In other words, the law says that you can say that the juvenile court case never happened. You can also deny having a sealed record. You can even deny being arrested, detained, or having any contact with the juvenile court.[200] This rule is to help you avoid the stigma of having been involved with the juvenile court.

After my records are sealed, can anyone look at them?

Only with your permission. If you want someone to look at your record, you'll have to ask the court to let it happen.[201]. Keep in mind it could take months to seal your whole record. This is the time it takes for the court to contact all the agencies with information about you.

Will the records ever be destroyed?

Yes, if your records can be sealed. But when they're destroyed depends on whether you had them sealed and your juvenile court status. Records that the law does not allow to be sealed cannot be destroyed. The Juvenile Court must order that your juvenile court records (all records and papers, any minute book entries, dockets and judgment dockets) be destroyed as described in the chart below. You can also ask the court to order any agency that keeps any of your records after the juvenile court

records are destroyed to destroy the agency records they have kept[202]. You may also request that the records be released to you before they are destroyed.[203]

WHEN JUVENILE COURT RECORDS ARE DESTROYED

Juvenile Court Status	When Juvenile Court Records Are Destroyed
Section 300 *Dependent*	At age 28[208], or 5 years after they're sealed.[209]
Section 601 *Status Offender*	Sealed records destroyed after 5 years. Unsealed records destroyed at age 21.[210]
Section 602 *Delinquent*	For certain serious crimes, records cannot be destroyed. At age 38, for records of all other crimes.[211]

USEFUL RESOURCES

- **Office of the State Foster Care Ombudsman**[212] **(877) 846-1602**
  http://www.dss.cahwnet.gov/ombudsman/
  fosteryouthhelp@dss.ca.gov

  Contact information for county offices may be found at:
  www.fosteryouthhelp.ca.gov/pdfs/CountyContacts.pdf

  County Ombudsman Offices

Alameda	**(510) 268-2365**
Fresno	**(559) 253-9450**
Kern	**(661) 631-6071**
Los Angeles (Foster Care/Relative Homes)	**(888) 889-9800/ (626) 938-1718**
Los Angeles (Group Homes)	**(888) 445-1234/ (213) 893-7988**
Los Angeles (Emancipation Issues)	**(626) 229-3849**
Los Angeles (Probation)	**(877) 822-3222/ (526) 940-2515**
Orange	**(714) 245-6015**
Riverside	**(909) 358-3236/ (909) 358-3134**
Sacramento	**(916) 875-2000**
San Diego	**(858) 694-5319**
San Francisco	**(415) 401-4449**
San Mateo	**(650) 802-6465/ (650) 595-7663**
Santa Clara	**(408) 436-7600**
Solano	**(707) 438-0110**

  Other Offices

Medi-Cal Ombudsman	**(888) 452-8609**
Medi-Cal Ombudsman (Dept. of Mental Health)	**(800) 896-4042**
California Youth Authority Ombudsperson Office)	**(916) 262-1467**

- **Community Care Licensing (CCL)**
  More information on CCL is located at: www.ccl.dss.cahwnet.gov/res/pdf/childres_rolist.pdf and www.ccld.ca.gov

  Statewide Children's Residential Program Offices
  (916) 445-4351 / (310) 665-1940
  All Counties

  Northern California Children's Residential Program Regional Office
  (916) 263-4700
  Counties: Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Solano, Stanislaus, Tuolumne, Yolo

Chico Children's Residential Program Local Unit
(530) 895-5033
Counties: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba

Central California Children's Residential Program Regional Office
(408) 277-1289
Counties: Monterey, San Benito, Santa Clara, Santa Cruz

Fresno Children's Residential Program Local Unit
(559) 243-8080
Counties: Alpine, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Tulare

Rohnert Park Children's Residential Program Local Unit
(707) 588-5026
Counties: Marin, Mendocino, Napa, Sonoma

San Bruno Children's Residential Program Local Unit
(650) 266-8800
Counties: Alameda, Contra Costa, San Francisco, San Mateo

Pacific Inland Children's Residential Program Regional Office
(951) 782-4207
Counties: Riverside, Imperial, and San Bernardino

Orange County Children's Residential Program Local Unit
(714) 703-2840
County: Orange

San Diego Children's Residential Program Local Unit
(619) 767-2300
Counties: San Diego

Los Angeles and Tri-Coastal Counties Children's Residential Program Regional Office
(323) 981-3300
Counties: Los Angeles, Ventura, Kern

Santa Barbara Children's Residential Program Local Unit
(805) 682-7647
Counties: San Luis Obispo, Santa Barbara

Los Angels Metro and Valley Children's Residential Program Regional Office
(310) 568-1807
County: Los Angeles

Woodland Hills Children's Residential Program Local Unit
(818) 596-4334
County: Los Angeles

- **California Youth Crisis Line** (24 hours a day). **(800) 843-5200**

  The Youth Crisis Line can answer questions about:
  • food • health care • drug treatment
  • child care • where to stay • where to get legal help

  It's confidential. You can also call just to talk.

- **California Youth Connection (CYC) (800) 397-8236**

  CYC is an organization to help you speak out about the needs of foster youth. CYC was started by foster youth in 1988 to give you a voice about issues that affect you. CYC members work on legislation, speak to the legislature and other policy makers, and work on statewide committees and in their own communities, to improve the foster care system. CYC is youth run and each year youth put on two statewide conference where CYC members from all over California come together to discuss issues. CYC builds leadership skills and gives you a network of current and former foster youth for peer support. You can join CYC at age 14 and remain a member until age 24. Many Independent Living Skills Programs have CYC chapters. To find out if there is one in your county, contact your county Independent Living Program or call the CYC statewide office.

- To find out about your county's **Independent Living Programs** call the office in your county. More information can be found at:

  http://www.childsworld.ca.gov/res/pdf/ILPCC03.pdf

- To find out about your county's **Transitional Housing Programs** call the office in your county. More information can be found at:

  http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf

- For more information about **Sealing Your Records**, you can visit:

  http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_of_JuvenileRecords_Handout_Alameda.pdf

  or

  http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_JuvenileRecords_JD.pdf

- Other helpful numbers for your **county** include:

  (County agencies: please fill in names and numbers for the court, Medi-Cal, after care programs, CASA, and any other services you have found useful.)

_____	_____
(Name)	(Telephone Number)
_____	_____
(Name)	(Telephone Number)

(Name)	(Telephone Number)
(Name)	(Telephone Number)
(Name)	(Telephone Number)

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The number refers to the page number that has a definition for the word.

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ENDNOTES

1. The following abbreviations refer to United States (federal) law:

CFR	Code of Federal Regulations
INA	Immigration and Nationality Act
USC	United States Code

The following abbreviations refer to California law:

BPC	Business & Professions Code
CC	Civil Code
EC	Education Code
FC	Family Code
GC	Government Code
HSC	Health & Safety Code
PeC	Penal Code
PrC	Probate Code
VC	Vehicle Code
WIC	Welfare & Institutions Code
CCR	California Code of Regulations
RC	California Rules of Court

The following abbreviations refer to California administrative documents:

ACWDL	All County Welfare Directors Letter (**http://www.dhcs.ca.gov/services/Medi-Cal/eligibility/Documents/00-61.pdf**
ACIN	All County Information Notice (http://www.dss.cahwnet.gov/lettersnotices/PG1011.htm)
DSSM	California Department of Social Services Manual of Policies and Procedures, Division 31, Child Welfare Services Manual

3. WIC 16001.9(a)(8)
4. DSSM 31-002(g)(1); 31-020
5. 22 CCR 84072.2; WIC 16001.9(a)(8)
6. 22 CCR 89372(a)(4)
7. WIC 300
8. WIC 601(a), (b)
9. WIC 602
10. WIC 315-16; 319
11. WIC 334
12. WIC 355; 356
13. WIC 358; RC 1451
14. WIC 358(b); 358.1

15. WIC 366.21(c)
16. WIC 364(a); 366(a)
17. WIC 366.21
18. WIC 399
19. WIC 293(a)--(c); 366.21(b)
20. WIC 366.21(f)
21. WIC 366.21(g)(1)
22. WIC 366.21(g); 366.26(b)(1),(3)
23. WIC 366.26(b)(3), (5)
24. WIC 366.26(c)(1)(B): The court can consider guardianship only if the court finds that one of the following situations exist: (1) the child lives in a residential treatment facility; adoption is unlikely, and continuation of parental rights will not prevent finding the child a permanent family placement once the child leaves the facility; (2) the parents have maintained regular visitation and contact with the child and the child would benefit from a continuing relationship with the parents; (3) the child is at least 12 years old and the child objects to termination of parental rights; (4) exceptional circumstances prevent the child's current caretakers from adopting and the removal of the child would be seriously detrimental to the emotional well being of the child; or (5) at each and every hearing at which the court was required to consider reasonable efforts or services, the court found reasonable efforts at family reunification were not made or reasonable services were not offered or provided to parents.
25. WIC 366.21(g)(3); 366.26(b)(5)
26 WIC 366.3(d), (j)
27. WIC 366.26(b)(1)
28. FC 8602
29. FC 8604; 8605; 8606
30. FC 8616
31. WIC 16115, *et seq ;* WIC 16120(a)(1)
32. WIC 16120.1
33. WIC 16121
34. WIC 366.26(i)(3)
35. WIC 366.21(g); 366.26(b)(3): For children who are not dependents in the juvenile court, guardianship proceedings are governed by PrC1500 et. seq. and are handled in the family or probate division of the Superior Court.
36. WIC 11363(a)
37. PrC 1600; FC 7002(a), (b)
38. WIC 293(a)(4); 294(a)(3); 295(a)(4); 349; 366.21(a), (b)
39. WIC 399; 16001.9(a)(17)
40. WIC 353.1; 388
41. WIC 399; 16001.9(a)(17)

42. WIC 361.3(a)
43. WIC 349; 317(c), (e)
44. WIC 317(c); RC 5.660(b)
45. WIC 317(c),-(e)
46. WIC 317(d), (e)
47. *In Re Kristen B.,* 187 Cal.App.3d 596, 608; 232 Cal.Rptr. 36, 43 (1986).
48. RC 5.530; *Charles S. v. Superior Court*, 168 Cal.App.3d 151, 156; 214 Cal.Rptr. 47, 50 (1985)
49. RC 5.530; *In re B.G.*, 11 Cal.3d 679, 693; 114 Cal.Rptr. 444, 454 (1974); *In re Joshuia S.*, 205 Cal.App.3d 119, 122; 252 Cal.Rptr. 106, 107 (1988)
50 WIC 295(a)(6)
51. WIC 346
52. WIC 366.21(c); 355(b)(1)
53. WIC 16000(a)
54. WIC 16501.1
55. WIC 16501.1(d)
56. WIC 16501.1(c)(1); DSSM 31-205
57. WIC 16501.1(a), (f); DSSM 31-206
58. WIC 16010(a); DSSM 31-206.35
59. WIC 16501.1(d); 11405(b)(2)
60. WIC 16001.9(a)(19); 16501.1(f)(12)
61. WIC 16501.1(f)(16)(B); DSSM 31-206
62. DSSM 31-525.61; 31-525.64; 31-525.7
63. WIC 16501.1(f)(12)
64. WIC 16001.9(a)(19)
65. WIC 16501.1(f)(13)
66. WIC 16507.4(b) (2)
67. WIC 300; 319(e); 361.2(e)
68. WIC 361.2(e); DSSM 31-405
69. WIC 16001.9(a)(9)
70. WIC 16001.9(a)(9)
71. ACIN I-80-05
72. WIC 16001.9(a)(9); ACIN I-80-05
73. WIC 16001.9(a)(9)
74. 22 CCR 84072(c)(20), (21)
75. 22 CCR 83072(c)(6), 84072(c)(11), 89372(c)(16); ACIN I-80-05

76. WIC 16001.9(a)(6), (8), (9); ACIN I-80-05
77. ACIN I-80-05
78. ACIN I-80-05; 22 CCR 83072(c)(6); 84072(c)(11); 89372(c)(16)
79. 22 CCR 83072(c)(3),(4),(6)
80. DSSM 31-320.2
81. DSSM 31-320.31; 31-320.4
82. DSSM 31-320.414
83. WIC 362.1(a); DSSM 31-340.2; WIC 16001.9(a)(6)
84. WIC 16507(a); DSSM 31-345; WIC 16001.9(a)(6)
85. WIC 16501.1(f)(5)
86. WIC 16501.1(f)(8)
87. WIC 16002(b); 16001.9(a)(7)
88. WIC 16002(b); 16501.1(f)(8); 16501.1(g)
89. WIC 16001.9(a)(4)
90. FC 6925. Minors may not give consent to sterilization procedures (permanent prevention of reproduction including vasectomies, tubal ligation, hysterectomies etc.)
91. FC 6926
92. FC 6929
93. FC 6927
94. FC 6928
95. FC 6924(f): Minors may not consent to receive psychotropic medications, psychosurgery or shock treatment.
96. WIC 16001.9(a)(5)
97. WIC 369
98. WIC 14005.28; ACIN I-117-00; ACWDL 00-61;
99. FC 6925
100. FC 8604, 8605
101. WIC 16002.5, 16004.5
102. WIC 300, 305, 309
103. WIC 307.4
104. WIC 317(b)
105. WIC 11400(t)
106. WIC 16501.25(b)(1)
107. WIC 16501.25(b)(1)
108. WIC 16501.25(b)(2)-(3)

109. WIC 16501.25(b)(3)

110. WIC 16501.25(c)

111. WIC 11465(d)(2)

112.WIC 11465; 16501.25

113. WIC 16001.9(a)(13)

114.EC 48853(g)

115. WIC 361(a)

116. WIC 361(a)

117. WIC 361(a)

118. GC 7579.5

119. EC 48853

120. EC 48853.5(d)(1),(2), (5), (7)

121. EC 48853.5(d)(3)

122. EC 48853.5(d)(8)

123. EC 48853.5(d)(4)(B)

124. EC 49069.5(d), (e)

125. EC 49069.5(c)

126. EC 49069.5(d), (e)

127. EC 49069.5(h)

128. EC 48205

129. EC 48205 (b)

130. 22 CCR 80072(a)(5), 89372(c)(17); WIC 16001.9(a)(10)

131. 22 CCR 89173(c); DSSM 31-420.12

132. WIC 16001.9(a)(23)

133. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)

134. 8 CFR § 204.11(c)(1)

135. 8 CFR § 204.11(c)(2)

136. 8 CFR § 204.11(c)(3)

137. 8 CFR § 204.11(a), (c)(4)

138. INA § 101(a)(27)(J)(i); 8 USC § 1101(a)(27)(J)(i).

139. 8 CFR § 204.11(a), (c)(6); INA § 101(a)(27)(J)(ii); 8 USC § 1101(a)(27)(J)(ii)

140. WIC 16001.9(a)(23)

141. WIC 10850(a); RC 5.552; WIC 16001.9(a)(22)

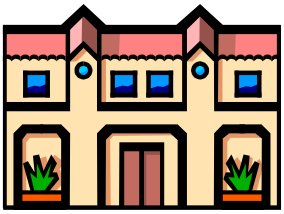
142. 22 CCR 84070; 80070(c). (e)

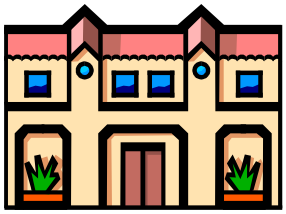
143. EC 49076(a)(6)

144. WIC 827(a); RC 1423
145. 22 CCR 80070(e)
146. VC 12509; 12814.6(a)(1)
147. VC 12814.6(a)
148. VC 12814.6
149. VC 12814.6(b)
150. VC 17701
152. WIC 391(a)
153. WIC 391(b)
154. WIC 391(c)
155. DSSM 31-002(i)(1), 31-525.3; WIC 16001.9(a)(16)
156. DSSM 31-002(t)(4)-(5)
157. DSSM 31-525.86
158. DSSM 31-525.3. Youth in voluntary foster care placements are not eligible.
159. DSSM 31-525.33
160. WIC 16522(a)
161. WIC 16522(d)(1)-(3)
162. 22 CCR 84077(a)(2)
163. 22 CCR 89372(c)(18)(C)
164. 22 CCR 89372(c)(18)(D)
165. EC 49116
166. WIC 16001.9(a)(14); DSSM 31-525.82
167. Labor Code 432.7; Penal Code 11155.5
168. WIC 781
169. WIC 11155.5
170. WIC 11155.5(a); 16001.9(11)
171. FC 7050(c)
172. FC 650
173. WIC 303
174. WIC 11403
175. 2009 CA A.B. 12
176. FC 7002
177. FC 7002(c); 7120; 7122
178. FC 7120(b)

179. FC 7122(a)
180. VC 12509; 12814.6
181. FC 302
182. BPC 25658(b)
183. PeC 308(b)
184. United States Constitution, Amendment XXVI
185. WIC 14005.28; ACIN I-117-00; ACWDL 00-61, 00-20
186. ACIN I-117-00
187. ACWDL 00-61
188. ACIN I-117-00
189. ACWDL 00-61
190. WIC 16522; DSSM 30-912
191. 22 CCR 86001(t)(2)
192. WIC 11403.2(a)(2)
193. WIC 11400(r)(1), WIC 11403.2, DSSM 30-913.1
194. DSSM 30-913.1
195. DSSM 30-913.2
196. DSSM 30-914
197. WIC 389; WIC 781
198. WIC 389(a); WIC 781(a)
199. *Id*
200. *Id.*
201. *Id.*
202. WIC 826(b)
203. *Id.*
208. WIC 826(a)
209. WIC 389(c)
210. WIC 826(a)
211. *Id.*
212. WIC 16164, 16165, 16001.9(a)(8)

EXHIBIT A-33





BACKGROUND SUMMARY

- **Background** – Delinquent history, substance abuse history, family relationship and status
- **Adjustment to placement** – Placement history, completion of chores, curfew, interaction with peers and staff
- **CSW/DPO Assessment** – Letter regarding the youth.
- **Employment** – Work history, volunteer experience
- **Visitation Plan** – Parents, siblings and adult plan
- **Counseling** – Behavioral health needs and status
- **Medication/Medical** – Physical health needs and status-medication-allergies
- **ILP/ITSP** – Date of completion of ILP classes, participation in ITSP
- **Education** – Educational needs and status
- **Interest** –Hobbies, activities
- **Future Plans**- Career goals, college, vocational training
- **Special Incidents** – Conduct in placements, school and public
- **Concerns** – Behavior, attitude, criminal behavior

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Personal Information You Choose to Provide to the Casey Life Skills Web site

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By "user" and "you" we mean a person visiting CaseyLifeSkills.org

By "Web site" we mean CaseyLifeSkills.org

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Name _____ Date _____

Daily Living

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know where to go to get on the Internet.					
I can find what I need on the Internet.					
I know how to use my email account.					
I can create, save, print and send computer documents.					
I know the risks of meeting someone in person that I met online.					
I would not post pictures or messages if I thought it would hurt someone's feelings.					
If someone sent me messages online that made me feel bad or scared, I would know what to do or who to tell.					
I know at least one adult, other than my worker, who would take my call in the middle of the night if I had an emergency.					
An adult I trust, other than my worker, checks in with me regularly.					
When I shop for food, I take a list and I compare prices.					
I can make meals with or without using a recipe.					
I think about what I eat and how it impacts my health.					
I understand how to read food product labels to see how much fat, sugar, salt, and calories the food has.					
I know how to do my own laundry.					
I keep my living space clean.					
I know the products to use when cleaning the bathroom and kitchen.					
I know how to use a fire extinguisher.					

Self Care

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I can take care of my own minor injuries and illnesses.					
I can get medical and dental care when I need it.					
I know how to make my own medical and dental appointments.					
I know when I should go to the emergency room instead of the doctor's office.					
I know my family medical history.					
I know how to get health insurance when I am older than 18.					
I have at least one trusted adult who would visit me if I were in the hospital.					
There is at least one adult I trust who would be legally allowed to make medical decisions for me and advocate for me if I was unable to speak for myself.					
I know how to get the benefits I am eligible for, such as Social Security, Medicaid, Temporary Assistance for Needy Families (TANF), and Education and Training Vouchers (ETV).					
I bathe (wash up) daily.					
I brush my teeth daily.					
I know how to get myself away from harmful situations.					
I have a place to go when I feel unsafe.					
I can turn down a sexual advance.					
I know ways to protect myself from sexually transmitted diseases (STDs).					
I know how to prevent getting pregnant or getting someone else pregnant.					
I know where to go to get information on sex or pregnancy.					

Relationships and Communication

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I can speak up for myself.					
I know how to act in social or professional situations.					
I know how to show respect to people with different beliefs, opinions, and cultures.					
I can describe my racial and ethnic identity.					
I can explain the difference between sexual orientation and gender identity.					
I have friends I like to be with who help me feel valued and worthwhile.					
I am a part of a family and we care about each other.					
I can get in touch with at least one family member when I want to.					
I have friends or family to spend time with on holidays and special occasions.					
I know at least one adult I can depend on when I exit care.					
I know an adult who could be a grandparent, aunt or uncle to my children now or my future children.					
My relationships are free from hitting, slapping, shoving, being made fun of, or name calling.					
I know the signs of an abusive relationship.					
I know what my legal permanency goal is.					
I have information about my family members.					
I think about how my choices impact others.					
I can deal with anger without hurting others or damaging things.					
I show others that I care about them.					

Housing & Money Management

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I understand how interest rates work on loans or credit purchases.					
I understand the disadvantages of making purchases with my credit card.					
I know the importance of a good credit score.					
I know how to balance my bank account.					
I put money in my savings account when I can.					
I know an adult who would help me if I had a financial emergency.					
I use online banking to keep track of my money.					
I know the advantages and disadvantages of using a check cashing or payday loan store.					
I know how to find safe and affordable housing.					
I can figure out the costs to move to a new place, such as deposits, rents, utilities, and furniture.					
I know how to fill out an apartment rental application.					
I know how to get emergency help to pay for water, electricity, and gas bills.					
I know what can happen if I break my rental lease.					
I can explain why people need renter's or homeowner's insurance.					
I know an adult I could live with for a few days or weeks if I needed to.					
There is at least one adult that I have regular contact with, other than my case manager or other professional, who lives in stable and safe housing.					
I know an adult I can go to for financial advice.					
I plan for the expenses that I must pay each month.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I keep records of the money I am paid and the bills I pay.					
I know what happens in my state if I am caught driving without car insurance or a driver's license.					
I can explain how to get and renew a driver's license or state ID card.					
I can figure out all the costs of car ownership, such as registration, repairs, insurance, and gas.					
I know how to use public transportation to get where I need to go.					

Work and Study Life

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to develop a resume.					
I know how to fill out a job application.					
I know how to prepare for a job interview.					
I know what the information on a pay stub means.					
I can fill out a W-4 payroll exemption form when I get a job.					
I know what employee benefits are.					
I know what sexual harassment and discrimination are.					
I know the reasons why my personal contacts are important for finding a job.					
I know how to get the documents I need for work, such as my Social Security card and birth certificate.					
I know how and when I can see my child welfare or juvenile justice records.					
I know an adult who will go with me if I need to change schools.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to get help from my school's mental health services.					
I know where I can get help with an income tax form.					
I have an adult in my life who cares about how I am doing at school or work.					
I can take criticism and direction at school or work without losing my temper.					
I know how to prepare for exams and/or presentations.					
I know where I can get tutoring or other help with school work.					
I look over my work for mistakes.					
I get to school or work on time.					
I get my work done and turned in on time.					

Career and Education Planning

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to find work-related internships.					
I know where to find information about job training.					
I can explain the benefits of doing volunteer work.					
I have recently talked to an adult who works in a job I would like to have.					
I know what type (college, trade school) education I need for the work I want to do.					
I know how to get into the school, training, or job I want after high school.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to find financial aid to help pay for my education or training.					
I have talked about my education plans with an adult who cares about me.					
I know an adult who will help me apply for training or education after high school.					

Looking Forward

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I believe I can influence how my life will turn out.					
I can describe my vision for myself as a successful adult.					
I have a good relationship with a trusted adult I like and respect.					
I would like to use my experience to help other youth.					
I believe my relationships with others will help me succeed.					
I feel I am ready for the next phase of my life.					
Most days, I am proud of the way I am living my life.					
Most days, I feel I have control of how my life will turn out.					

Program Contract Rights and Responsibilities of the Participant and the Provider

EXHIBIT A-35

Date:

Dear

WELCOME TO THE TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) PROGRAM!

We want your placement in the THPP to be a successful and wonderful learning adventure! In order for this to happen, this contract outlines your rights and responsibilities as well as the rights and responsibilities of the provider.

Independent Living Skills Training

The objective of THPP is to assist you with your goal of successfully transitioning from foster care. You are responsible for attending the weekly independent living skills training. You shall obtain permission before missing an independent living skills training. If you are ill or have a special school event, you should contact the THPP Provider to discuss options for missing and making up the scheduled independent living skills training.

The THPP provider is required to provide at least 240 minutes of training each month.

Orientation

At the time of initial placement, the THPP Provider will provide you, in the presence of your SW, a full orientation based on its written orientation plan. A written copy of the procedures, rules and regulations and THPP Participant Contract will also be provided to you and your SW.

The THPP Provider will give you the THPP County Program Manager's contact information, a copy of the Foster Youth Bill of Rights, THPP Personal Rights, Legal Right for Teens in Out of Home Care along with Grievance/Complaint Procedures and disaster/emergency plan.

Housing

You are eligible to remain in the THPP through the age of 17, as long as you follow the rules. The THPP Provider will work diligently with your SW and to ensure that you have secured affordable housing prior to you completing the program.

Emergencies/Disaster Plan

The THPP Provider will provide disaster/emergency preparedness training to prepare you in case of earthquakes, fire, floods, or other disaster. The THPP Provider will give you a 24-hour cell phone number to use in case of an emergency. THPP Staff member assignments will be posted in the THPP unit.

You will be trained on emergent versus non-emergent situations and the disaster plan created for earthquakes, fires or natural disasters.

Rental/Lease and Renter's Insurance

The THPP Provider shall be responsible for securing and maintaining all lease/rental agreements, and renter's insurance policies including any and all payments/premiums for each THPP Unit.

Responsibility for Utility Costs

The THPP Provider shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THPP Unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each THPP Unit.

Telephone

THPP Provider shall supply and maintain a minimum of one (1) telephone, and one (1) telephone line, for each THPP Unit and pay for a communication package that includes, telephone service, unlimited nationwide long distance and internet service at all times. However, no more that two (2) THPP Participants shall share a telephone or telephone line. You are responsible for any costs above the communications package costs.

No Substitute for Money except Pre-Paid Telephone Card

Except for monthly pre-paid telephone cards or pre-paid telephone calling plans, THPP Provider shall **not** under any circumstances substitute non-monetary allowance items as replacements for monetary allowances due to you. Such non-monetary items include, but are not limited to, pre-paid food cards, gift certificates, money orders, food/clothing vouchers, retail gift cards and retail gift certificate or vouchers.

Energy Conservation

You will be responsible for turning off all appliances and electrical items when not in use. This includes heaters/air conditioners, fans, lights, televisions, VCR/DVD players, radios, computers, hair curlers, hair dryers, shavers/clippers, water, etc. The THPP Provider will train you on the proper use of utilities, and you will be expected to report abuse of utilities by your roommates.

Safety

Please leave a light on (porch light if available) to insure safety after dark. Check to make sure that the following items are locked/turned off prior to leaving the apartment: doors, windows, stove, burners, heaters, air conditioner, curlers, iron, etc.

Nutrition and Food Management, Storage, and Preparation

The THPP Provider will provide training that includes, but is not limited to, proper nutrition, balanced diet, shopping for food (including comparison shopping and using coupons), handling and preparing food for a nutritious and appetizing meal, and health and safety regulations for food storage and preparation.

If at any time you or your child(ren) requires a special diet, the THPP Provider shall provide training on preparing meals that meet those special dietary needs.

Property, THPP Unit and Furnishings

THPP Provider shall ensure that each THPP Unit is adequately furnished with furniture and appliances that will, with normal wear-and-tear, still be in good and safe condition when you complete the program. These items shall be in good and safe conditions at all times and replaced by the THPP Provider when they are no longer in good/usable condition.

At the time of orientation, the THPP Provider will inform you of the furnishings, if any, you will be able to take with you when you successfully transition from the THPP. Stove and refrigerators shall remain in the unit. Participants may take their bedroom and living furniture, towels, sheets, dishware, and other household items. More than one participant shall divide the household items

You are responsible for maintaining the THPP apartment/unit and its furnishings in the same condition as when you moved in.

If destruction of property occurs you will be held responsible unless you report the damage or prove you did not participate in the destruction.

Household Decorations

THPP Unit decorations must be conventional and not cause structural damage to walls, doors or windows. You cannot have pornography, posters or pictures that are offensive or inappropriate. Your decorations must be in compliance with the landlord requirements.

Apartment Cleanliness

You are required to keep your unit (apartment) clean, including making your bed, washing dishes and cleaning your bathroom and tidying up the living areas daily. On a weekly basis, you should do “major cleaning” that includes dusting, cleaning the refrigerator, stove, kitchen appliances, floors and bathrooms. You should also wash your clothing on a weekly basis. You will be required to maintain your apartment in a clean, safe and orderly fashion. The THPP Provider will conduct periodic inspections to ensure that you are practicing acceptable housekeeping habits and abiding by required safety regulations.

Recreation

THPP Provider shall ensure that you have resources, such as information on free community events of interest to you and the opportunity for regular leisure time, rest/exercise, and informal daily recreational activities, such as appropriate reading material, games, television (with basic cable or digital antennae), radio, VCR/DVD player, etc. THPP Provider shall schedule regular recreational activities such as outings to the park, beach, movies, sporting events, concerts, cultural events, community events, etc. at least monthly.

Curfew

Normal curfew will be 10:00 P.M. on weekdays and on weekends unless work or approved activities extend beyond normal curfew. Prior written approval is required from your CSW to stay past the curfew hour.

Visitor(s)

Parents and adult relatives will visit for court order and must be approved by CSW. Friends are allowed to visit and must comply with the THPP rules. You are not allowed to have overnight visitors, and loud music or loud visitors are not permitted. You are not allowed to babysit or provide child care. Younger children who are visiting must be in the company of an adult (other than yourself or another THPP Participant) at all times. Visitors may not bring alcohol, drugs, cigarettes, or weapons onto THPP grounds.

Dating

Dating is allowed as long as it doesn't interfere with program compliance and the program rules and regulations. However, you should consider the potential consequences of dating a THPP Participant who is placed with the same THPP Provider as you.

Alcohol/Substance Abuse

You are not allowed to use alcohol, drugs or any other mind-altering substance while you are placed in the THPP. Medical marijuana cards are not honored in the THPP; therefore, you are not allowed to use marijuana while you are in the program.

If you become involved in (or continue) the use of alcohol, drugs and/or other mind-altering substances you will be required to participate in alcohol/drug/ substance abuse counseling and/or testing to ensure that your placement in the THPP is not jeopardized.

Reporting Illegal/Dangerous Activities

You are to report the following illegal activities and/or violation of THPP rules to the THPP Provider:

- **Smoking:** Smoking of cigarettes and/or marijuana.

- **Alcohol:** Consumption of any alcoholic beverages.

- **Drugs:** Use of illegal drugs including, but not limited to, ecstasy, PCP, crack, heroin, paint thinner, spray paint, turpentine aerosols, crystal methamphetamine, etc.

- **Weapons:** Possession of weapons including, but not limited to, guns, rifles, BB guns, knives (other than for cooking), bows and arrows, swords, bullets, and simulated weapons such as water guns, paint guns, nail guns, etc.

- **Smoke Detectors/Fire Extinguishers:** Removal or tampering of smoke detectors and/or fire detectors is not permitted. If smoke detectors and/or fire extinguishers disappear from the THPP Unit, you will be fined if you do not report the missing items.

- **Window Screens:** Window screens are not to be removed. If they are removed and/or turned, you will be fined if you do not report the damaged items.

Gangs

Gang members, family members, boyfriends, girlfriends or known associates of gangs are not permitted at the THPP site. You are not permitted to date, associate or be friends with gang members or gang associates during your stay in the THPP.

Weapons

Weapons are not permitted in the program. Examples include, but are not limited to, bullets, ammunition, pistols, BB guns, water guns, capped guns, paint guns, rifles, or any other type of simulated weapons, knives (except for cooking purposes) swords, bow and arrows, baseball

bats, golf clubs and other sports equipment designated unsafe by the provider. These items will be kept in the THPP office and not the THPP unit.

Transportation

.You will be accompanied to medical/dental appointments as required by the physician. After required signature is obtained, THPP staff will leave the medical facility and you will be required to ride the bus back to placement. However, at your initial medical and dental appointments, the THPP provider will be required to remain at the office visit site until your examination is completed, if requested by your or your physician.

You will be transported to medical and dental appointments in cases of emergency only. You will not be transported to school, job interviews, family visits, or recreational activities. You will receive training in self-transportation to assist you with transitioning to self-sufficiency. You will

contact the THPP provider if you need transportation for grocery shopping. You will be transported to mandatory THPP events

Personal Care Items

At time of placement, THPP Provider shall provide you with new full-size/standard size (not travel size or promotional/trial size) items as listed on the Participant Inventory. You willl receive new sheets, towels, pots and pans, dishes, glassware, etc. Additionally, the THPP Provider will provide appropriate personal hygiene/grooming and first aid items for your child(ren) if they are placed with you. Your THPP Unit will have a fire extinguisher and the THPP Provider will train you on how to use it.

Clothing Inventory

You are required to have the minimum items of clothing as indicated on the Participant Inventory. You are responsible for using your monthly clothing allowance to purchase appropriate clothing. Before you leave the THPP program, you should have at least three (3) outfits suitable for employment. The THPP Provider will monitor your clothing every three (3) months and assist you with purchasing appropriate clothing.

Telephone

You will not accept collect telephone calls. You will not participate in dialing star 69 or any numbers that require an additional charge. You are permitted to dial 1-800-free-411 for assistance or you may use the telephone directory for assistance. A calling card will be provided for long distance calls (if necessary) to court ordered persons. You may contact county staff by calling collect if necessary. You'll receive a monthly communication package allowance. You must pay for any amount over your communication package allowance.

Savings Account

If you do not already have a savings account, the THPP Provider will assist you in establishing a savings account at a FDIC insured institution of your choice.

Money Management

You shall open a personal savings account within 30 days after you are placed in the THPP. You are required to save a minimum of 30% of your pay check. If you have an automobile and/or children, the THPP Provider will work with you to develop an affordable amount to save each month.

You are required to provide copies of your savings account statement to the THPP Provider upon request. There are no exceptions to this requirement.

Lending and Borrowing Money

You are not allowed to lend or borrow money. If you lend or borrow money you are solely responsible for any losses incurred.

Monthly Monetary Allowance

The THPP Provider will give you a monthly monetary allowance for: (1) food, (2) laundry/dry-cleaning, (3) toiletries (4) clothing, (5) cleaning supplies, (6) bus pass, (7) recreation, (8) savings, and (9) miscellaneous items. The minimum amounts for each category are listed on the Monthly Allowance Log. You will get your allowance twice per month, usually around the beginning and middle of each month.

You are responsible for using your monthly allowance to purchase the items listed on the Monthly Allowance Log. It is your responsibility to provide receipts for food, clothing, toiletries and cleaning supplies to the THPP Provider each month.

Your monthly allowance cannot be used to purchase alcoholic beverages, tobacco products, gift cards, cell phone minutes or any other non-consumable item that has not been approved as a household item. **Further, you cannot provide another person your allowance funds in exchange for the use of his/her EBT (electronic benefit transfer) card.**

If you do not provide receipts, purchase disallowed items and/or provide receipts indicating that an EBT card or any other card (that does not belong to you) was used, you will be at risk of being terminated from the THPP program.

Financial Responsibility

You are responsible for any excess charges over the THPP communication package amount. You are also responsible for damage to furniture and the THPP Unit unless you are able to prove you were not responsible for damages. Any fines incurred by you will be deducted from your monthly allowance gradually.

Employment

School is your top priority. Once you graduate from high school, you will need to seek employment on a daily basis. You will follow-up on every job position and referral. In Order to save towards your transition from foster care, you may seek employment if your grades are passing and/or if you have graduated from high school.

In your search for employment, you shall leave your THPP unit no later than 9:00 a.m. every weekday and follow-up on all job positions and referrals. You will be asked to complete a job search from. Proof of employment shall be provided, for example, a pay check stub.

School/Monitoring of Participant's Educational Progress

Attending school in the THPP is mandatory. You must notify the THPP Provider before you are absent or tardy to school. You must also notify the THPP Provider if you are suspended or expelled. You cannot change schools or check-out from school without approval from the THPP Provider. Home Study is not allowed unless you have prior approval from the THPP Provider.

You are required to provide your school progress reports and report cards to the THPP Provider as soon as you receive them. It is your responsibility to notify the THPP Provider if you are having difficulties in school and/or need a tutor.

The THPP Provider shall contact your school counselor on a monthly basis to discuss your current high school credits and achievement level. The THPP Provider shall request assistance from your teachers in providing appropriate homework and education enrichment activities to assist you in the completion of high school requirements.

If requested, the THPP Provider shall provide resources for tutoring and/or mentoring to assist you with your goals.

Emergency Medical Care

You will be trained in first aid procedures and your THPP Unit will be supplied with a first aid kit. The THPP Provider will give you 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.

In the event you and/or your child(ren), if applicable, requires emergency medical treatment, the THPP Provider will be responsible for providing you and your child(ren) transportation.

When transporting, the THP +FC Provider shall ensure you and your child(ren) are secured in a safety restraint system in accordance with Vehicle Code Sections 27325(e) and 27360(a).

Medical and Dental Care

You are required to have a current physical, dental and eye examinations (if applicable) at the time of placement in the THPP.

The THPP Provider will provide training that will teach you how to receive appropriate health care while in the THPP and after completion. At minimum, the training will include how to use your Medi-Cal card, how to get medical insurance after you leave the THPP; how to access routine medical, dental, orthodontia and vision care, when to seek and how to obtain emergency care.

Pregnancy and Parenting

Expectant and parenting Participants shall be provided services that are specifically targeted at supporting, maintaining, and developing both the parent-child bond and your ability to provide a permanent and safe home for your child(ren). You have the right to make your own decisions regarding family planning and child rearing options. The THPP Provider shall not impose personal opinions, values or biases regarding family planning and child rearing options upon you.

You may continue to remain in the program as long as the THPP provider is able to meet your needs. You are responsible for obtaining medical check ups and to provide the THPP staff with the medical form regarding your condition. Your SW will be notified of your condition. If necessary, the provider shall request an alternative placement located by the SW. Parenting teens shall not be placed with single participants.

You, regardless of the dependency status of his/her child, may be eligible for a monthly infant supplement payment (for each child) to assist the THPP Provider and you in providing supervision and basic needs for the your child(ren). Each month, the THPP Provider shall give you at least 75% of the infant supplement payment to help pay for basic needs, such as formula, food, clothing, medicine, diapers, etc.

The THPP Provider shall provide parenting training to you and ensure that you receive age appropriate First Aid and CPR training. The THPP Provider shall provide and install all safety items to childproof your THPP Unit.

The THPP Provider shall encourage, support and allow the non-custodial parent to visit (as appropriate) with his/her child(ren) in his/her THPP Unit without an adult being present (as appropriate) as long as doing so does not violate court visitation orders.

You are responsible for transporting your child(ren)to and from the babysitter and medical and dental appointments.

Grievance Procedure

You may file a grievance when you believe unfair treatment has occurred. You will be given the telephone numbers for Community Care Licensing Division Licensing Program Analyst, DCFS representative and THPP County Program Manager.

You will be given grievance procedures on the initial day of placement. You may file a written grievance. The staff member involved shall write a statement regarding the circumstance. The THPP staff members shall meet with you to resolve your concern(s). As necessary, the THPP CPM shall meet with your to help resolve the situation.

Termination, Discharge or Removal

Unless you are at risk or a risk to others or in imminent danger, the THPP Provider shall use due diligence to stabilize the situation that might lead to your discharge from the THPP Program. However, you may be discharged from the program for the following reasons:

- You are arrested and remain incarcerated beyond the arraignment hearing
- You are hospitalized (medical or psychiatric) for an extended period and upon discharge from the hospital you require a higher level of care
- Your behavior poses a threat to the program and/or neighbors
- You are housing runaways in your unit
- You are selling drugs
- You continue to use drugs and/or alcohol
- You allow gang members or associates of gangs to visit or come on the THPP unit site
- You continue to accumulate excessive telephone/internet bills
- Your refusal to attend school after a stabilization meeting
- Your possession of weapons on or off the THPP unit site
- Having an unauthorized vehicle without THPP staff approval and the required documents, for example, valid driver's license, insurance, registration and/or driving (with other THPP participants) in an unauthorized vehicle.
- Your refusal to seek and maintain employment by the required time
- Your refusal to participate in the mandatory independent living skills training workshops/meetings
- Your refusal to budget money, purchase food, etc. and provide the required receipts
- Your continued refusal to cooperate with the THPP, including cursing and rude behavior to staff after counseling.
- Your ongoing violations of the THPP rules and regulations.
- The determination the THPP is no longer able to meet your needs.

Legal Rights and Community Resources

You will be informed on your legal rights and responsibilities and the community resources that are available.

THPP Personal Rights

a) THPP licensees are not subject to the provisions in Section 80072. Instead, THPP licensees are subject to the following and the following shall apply:

b) The licensee shall ensure that each participant is accorded the personal rights specified in this section.

c) Each participant and his/her authorized representative, shall be personally advised and given at admission a copy of the rights specified below.

d) Each participant shall have personal rights, which include but are not limited to the following:

1) To be accorded the greatest level of independence consistent with safety and the participant's ability and maturity level as outlined in the participant's Needs and Services Plan or TILP in order to prepare the participant for self-sufficiency.

2) To be accorded safe, healthful and comfortable home accommodations, furnishings and equipment that are appropriate to his/her needs.

3) To be treated with respect and to be free from physical, sexual, emotional or other abuse in accordance with Section 86072(d)(5).

4) To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature including but not limited to interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.

5) To have fair and equal access to all available services, placement, care, treatment, and benefits, and not to be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.

6) To receive necessary medical, dental, vision, and mental health services.

7) To contact Community Care Licensing Division of the State Department of Social Services regarding violations of rights, to speak to representatives of the office confidentially and to be free from threats or punishments for making complaints.

8) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors and friends, in accordance with Section 86072(d)(5).

9) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors and friends, in accordance with Section 86072(d)(5)

10) To contact family members, unless prohibited by court order.

11) To visit and contact brothers and sisters, unless prohibited by court order.

12) To contact social workers, attorneys, foster youth advocates and supporters, and Court Appointed Special Advocates (CASA).

13) To have visitors, provided the rights of others are not infringed upon.

14) To attend religious services and activities of his or her choice.

15) To be free to attend court hearings and speak to the judge.

16) To have all his/her juvenile court records be confidential, consistent with existing law.

17) To be accorded dignity in his/her personal relationships with other persons in the home.

    A) To be free from unreasonable searches of person.

    B) To be free from unreasonable searches of personal belongings.

18) To have visitors as specified by the licensee's policies, in accordance with Welfare and Institutions Code Section 16522.1(h), including:

    (A) Relatives, including parents unless prohibited by court order or by the participant's authorized representative.

    (B) Authorized representative and placing agency.

    (C) Other visitors unless prohibited by court order or by the participant's authorized representative or placing agency.

19) To possess and control his/her own cash resources unless otherwise agreed to in the participant's needs and services or TILP and by the participant's placing agency and authorized representative.

20) To possess and use his/her own personal possessions, including toilet articles.

    A) Clothing and personal items provided shall be in accordance with Section 86072(d) (5).

21) To have access to a telephone to make and receive confidential calls.

22) To send and receive unopened correspondence.

23) To have access to existing information regarding available educational options, including, but not limited to, coursework necessary for vocational and postsecondary educational program, and financial aid information for these programs.

24) In addition to the personal rights as specified in this section, all participants shall be entitled to all personal rights specified in Welfare and Institutions Code Section 16001.9.

NOTE: Authority cited: Sections 1530 and 1559.110, Health and safety Code, Section 16522, Welfare and Institutions Code. Reference: Sections 1501, 1531, Health and Safety Code; Sections 16001.9, 16500, and 16522.1, Welfare and Institutions Code.

PARTICIPANT INVENTORY

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

Address: _____ Phone: _____

☐ **Initial Inventory** ☐ **Quarterly Inventory** ☐ **Exit Report**

*CLOTHING (Required):	# NEEDED	REQUESTED/REPLACED
☐ School Outfits (6)		
☐ Casual Outfits (8)		
☐ Employment Outfits (3)		
☐ Regulation P.E. Outfit (1)		
☐ Sweater (1)		
☐ Jacket/Coat (1)		
☐ Belt (2)		
☐ Tennis/School Shoes (1)		
☐ Tennis/Casual Shoes (1)		
☐ Employment Shoes (1)		
☐ T-shirts (4-6)		
☐ Underpants (8)		
☐ Bra Female (2)		
☐ Slip Female (2)		
☐ Pantyhose Female (4-6)		
☐ Socks (8)		
☐ Pajama/Gown (2-4)		
☐ Bathrobe (1)		
☐ Slippers (1)		
☐ Other: _____		

****CLEANING SUPPLIES:**

- ☐ All Purpose Cleaner
- ☐ Scouring Powder
- ☐ Bleach
- ☐ Mildew Remover
- ☐ Sponges
- ☐ Broom
- ☐ Mop & Bucket
- ☐ Paper Towels
- ☐ Glass Cleaner
- ☐ Furniture Polish
- ☐ Dust Cloths
- ☐ Dish Rag (3)
- ☐ Dish Towels (5)
- ☐ Oven Cleaner
- ☐ Other: _____

****PERSONAL HYGIENE:**

- ☐ Facial Tissue
- ☐ Bath Soap
- ☐ Toothbrush/Toothpaste
- ☐ Mouthwash
- ☐ Dental Floss
- ☐ Deodorant
- ☐ Comb
- ☐ Brush
- ☐ Shampoo
- ☐ Hair Care Products
- ☐ Lotion
- ☐ Acne Medication
- ☐ Sanitary Napkins/Tampons (Female)
- ☐ Q-Tips
- ☐ Petroleum Jelly
- ☐ Toilet Paper
- ☐ Other: _____

****FIRST AID:**

- ☐ Sterile Gauze
- ☐ First-Aid Tape
- ☐ Sterile Gauze Pads
- ☐ Cotton Balls
- ☐ Rubbing Alcohol
- ☐ Hydrogen Peroxide
- ☐ Antiseptic Spray
- ☐ Current First Aid Manual (Approved by the American Red Cross, American Medical Association or State/Federal Agency)
- ☐ Other: _____

****LINENS:**

- ☐ Fitted Sheet
- ☐ Flat Sheet
- ☐ Pillowcase
- ☐ Blanket
- ☐ Bedspread
- ☐ Bath Towels (2)
- ☐ Wash Cloths (5)
- ☐ Other: _____

****LAUNDRY SUPPLIES:**

- ☐ Laundry Detergent
- ☐ Bleach
- ☐ Fabric Softener
- ☐ Stain/Spot Remover
- ☐ Laundry Basket
- ☐ Other: _____

NOTES:

* At the initial placement Agency shall request missing items through Participants CSW. At any other time during the placement, Participant is responsible for replacing necessary items and shall be counseled by agency staff on how to do so.

** Upon initial placement, Contractor has provided you with all of the above FULL-SIZED personal hygiene items listed above. If the Participant shares a unit with other Participant(s), Contractor shall initially supply cleaning items to the unit and Participant(s) will be responsible for them on an as needed basis.

Participant's Signature: _____ Date: _____

Contractor's Signature: _____ Date: _____

MONTHLY ALLOWANCE LOG

(THPP)

FOR: _____ 20 _____
(MONTH)

AGENCY: _____

PARTICIPANT: _____
(PRINT NAME)

ITEM **		AMOUNT RECEIVED	DATE	CLIENT INITIAL	AMOUNT RECEIVED	DATE	CLIENT INITIAL	TOTAL RECEIVED
FOOD	$200.00	$			$			$
LAUNDRY/ DRYCLEANING	$30.00	$			$			$
TOILETRIES	$15.00	$			$			$
CLOTHING	$50.00	$			$			$
CLEANING SUPPLIES	$15.00	$			$			$
BUS PASS	$30.00	$			$			$
RECREATION	$50.00	$			$			$
SAVINGS	$240.00	$			$			$
MISC.	$30.00	$			$			$
OTHER:		$			$			$
FINES:		$			$			$
___ Instance for:		($)			($)			($)
INCOME								
SOURCE:		$			$			$
SOURCE: INFANT SUPPLEMENT		$			$			$
TOTAL EXPENSES/INCOME								$

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED AND I AGREE TO ADHERE TO THE ABOVE ESTIMATED MONTHLY BUDGET.

_____
PARTICIPANT'S SIGNATURE DATE

_____
PARTICIPANT'S SIGNATURE DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
$	$	$

I PLAN ON USING MY SAVINGS UPON EMANCIPATION FOR THE FOLLOWING:

_____

_____
AGENCY STAFF DISTRIBUTING ALLOWANCE DATE

_____
AGENCY STAFF DISTRIBUTING ALLOWANCE DATE

* PARTICIPANT IS ONLY RESPONSIBLE FOR THEIR PORTION OF THE BILL ABOVE THE BASIC RATE

** THESE ARE THE MINIMUM AMOUNTS THAT THE PARTICIPANT IS TO RECEIVE MONTHLY

Program Contract Rights and Responsibilities of the Participant and the Provider

EXHIBIT A-35

I understand and agree to my rights and responsibilities in the THPP Contract and understand the responsibilities of the THPP Provider.

_____ _____

THPP Participant **Date**

I understand and agree to the THPP Participant's rights and responsibilities and the responsibilities of the THPP Provider.

_____ _____

CSW **Date**

I understand and agree to the THPP Participants rights and responsibilities and I agree and understand my responsibilities.

_____ **by:**

THPP Agency Name

_____ _____

THPP Agency's Authorized Name and Signature **Date**

AFTERCARE CONTACT FORM

EXHIBIT A-36

☐ THPP ☐ THP+FC Date: _____

☐ Jan. 01- Mar. 31 ☐ Apr. 01- June 30 ☐ July 01- Sep. 30 ☐ Oct. 01 – Dec. 31

Agency: _____

Participant: _____ DOB: _____

Entry Date: _____ Exit Date: _____ ☐ Planned ☐ Unplanned

Completed High School Diploma: ☐ Yes ☐ No Verified: ☐ Yes ☐ No

Completed Vocational Program: ☐ Yes ☐ No Verified: ☐ Yes ☐ No

If NO to above questions, number of credits completed: _____ Verified: ☐ Yes ☐ No

Employed at Entry: ☐ Yes ☐ No Obtained Job While in Program: ☐ Yes ☐ No

Employed at Exit: ☐ Yes ☐ No Enrolled in School at Exit (college, high school, etc.) ☐ Yes ☐ No

Transition Funds Received at Exit (Include Participant's Savings) $ _____

Destination at Exit: _____

Destination Address at Exit: _____

Telephone: _____ Cell Phone: _____ Email: _____

Facebook Address: _____ My Space: _____ Twitter: _____

LAST FOUR CONTACT DATES

Date of Contact: _____ Method of Contact: _____ Employed: ☐ Yes ☐ No ☐ F/T ☐ P/T

Describe Housing Status: _____

Date of Contact: _____ Method of Contact: _____ Employed: ☐ Yes ☐ No ☐ F/T ☐ P/T

Describe Housing Status: _____

Date of Contact: _____ Method of Contact: _____ Employed: ☐ Yes ☐ No ☐ F/T ☐ P/T

Describe Housing Status: _____

Date of Contact: _____ Method of Contact: _____ Employed: ☐ Yes ☐ No ☐ F/T ☐ P/T

Describe Housing Status: _____

Comments: _____

Procedural Guide

0600-507.10

FOSTER YOUTH REPRODUCTIVE HEALTH AND PREGNANCY

Date Issued: 12/7/12 **Effective date 12/21/12** (**NOTE**: The effective date applies to only those sections highlighted in yellow, the rest of the procedures are currently in effect. This will allow time for SCSW to inform their CSWs of the changes.)

☐ New Policy Release

☒ Revision of Existing Procedural Guide 0600-507.10, Services to Pregnant and Parenting Teens, dated: 12/07/11.

Revision Made: **NOTE:** Current Revisions are Highlighted

The title of the policy has been changed to accurately reflect the policy. Also, this Procedural Guide has been updated to detail the Nurse Family Partnership Program and how to make a referral. Also, phone numbers and internet links have been updated.

Cancels: None

DEPARTMENTAL VALUES

This Procedural Guide supports the Department's efforts to improve safety for children by providing DCFS supervised youth with education and information, to prevent teen pregnancy and sexually transmitted infections (STIs) including HIV and AIDS, as well as, supporting a DCFS supervised youth in determining how to manage an unintended pregnancy.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable only to youth who are receiving services from our Department. See Procedural Guide 0090-506.30, Teen Parent DPSS Services Assessment for policy applicable to teen parents who do not reside at home and who are not receiving services from our Department.

OVERVIEW OF ADOLESCENT REPRODUCTIVE HEALTH INFORMATION

The Global Policy Committee of the World Health Organization (WHO) defines health as: "A state of complete physical, mental and social well-being, and not merely the absence of disease or infirmity". WHO further states that Reproductive Health:

> Addresses the reproductive processes, functions and system at all stages of life. Reproductive health, therefore, implies that people are able to have a responsible, satisfying and safe sex life and that they have the capability to reproduce and the freedom to decide if, when and how often to do so. Implicit in this are the right of men and women to be informed of and to have access to safe, effective, affordable and acceptable methods of fertility regulation of their choice, and the right of access to appropriate health care services that will enable women to go safely through pregnancy and childbirth and provide couples with the best chance of having a healthy infant.

The California Adolescent Health Collaborative explains that:

> Although sexual development is an integral part of adolescence, early sexual activity can have a number of negative consequences. The vast majority of adolescents who become pregnant indicate that their pregnancies were unplanned, unintended, or mistimed. Adolescents who have children, as well as the children themselves, suffer educational and economic disadvantages that persist into adult-hood. For both biological and behavioral reasons, adolescents are at greater risk for STIs than older people. Untreated STIs can cause pelvic inflammatory disease, ectopic pregnancies, infertility, genital cancers, and death from AIDS. There is growing concern that HIV infection may be spreading in this age group despite education, prevention, and treatment programs.

Following are California Adolescent Health Collaborative Strategies to reduce teen pregnancy and STIs that have been modified and adapted for teens in foster care.

1. Provide teens with the information, skills, and support they need to practice safe sexual behavior, including abstinence by referring youth and caregivers to programs that:
   - Offer age appropriate family life education that is, culturally sensitive, teach sexual and reproductive options, and emphasize the benefits of abstinence. Ideally these programs will build on current knowledge of best practices by emphasizing communication, skill-building activities, and role-playing.
   - Educate teenagers about the risks of sexually transmitted diseases, including HIV/AIDS, and the need for prompt treatment.
   - Reinforce community norms that value healthy adolescent sexuality but do not sanction pregnancies and high risk behavior.

Change the perception of teen pregnancy as an individual/family problem and recognize the role of the social environment.
Incorporate promising strategies into comprehensive pregnancy prevention programs including: individual and peer education, counseling, case management, after school activities, and building support systems and relationships with caring adults.

2. Increase access to reproductive health care.
   Request caregivers to ask the youths health care providers to include comprehensive, age-appropriate information on sexual health issues, including prevention of unintended pregnancies and STIs.
   Make teenagers aware of confidential STI screening and treatment services easily accessible to teenagers along with culturally sensitive counseling and education regarding the use of available protective measures.

3. Increase the role male's play in preventing adolescent pregnancy.
   Educate males at an early age to identify and understand the legal, financial, and emotional roles and responsibilities of parenthood.
   Involve males in teen pregnancy prevention efforts, by encouraging them to use services for which they are eligible.

Sexually Transmitted Infection (STI)

STIs, including HIV and AIDS are transmitted from one person to another through sexual contact as well as through direct person-to-person contact with blood or body fluids that contain the infection. A person with an STI may or may not have noticeable symptoms, however the STI is just as likely to transmit from someone with no symptoms as from someone with symptoms. Most STIs are easier to prevent than they are to treat.

Each year, one in four teens contracts an STI.
One in two sexually active persons will contact an STI by age 25.
About half of all new STIs in 2000 occurred among youth ages 15 to 24. The total estimated costs of these nine million new cases of these STIs was $6.5 billion, with HIV and human papillomavirus (HPV) accounting for 90% of the total burden.

Each year, there are almost 3 million new cases of chlamydia, many of which are in adolescents and young adults. The U.S. Center for Disease Control recommends that sexually active females 25 and under should be screened at least once a year for chlamydia, even if no symptoms are present.

Consistent condom use provides substantial protection against the acquisition of many STIs, including statistically significant reduction of risk against HIV, chlamydia, gonorrhea, herpes, and syphilis.
Source: American Social Health Association

A minor who is 12 years of age or older and who may have come into contact with an infectious, contagious, or communicable disease may consent to medical care related to the diagnosis or treatment of the disease, if the disease or condition is one that is required by law or regulation adopted pursuant to law to be reported to the local health officer, or is a related sexually transmitted disease, as may be determined by the State Public Health Officer. As of 01/01/2012, a minor who is 12 years of age or older may consent to medical care related to the prevention of a sexually transmitted disease.

Unintended Pregnancy

An unintended pregnancy is a pregnancy that is either mistimed or unwanted at the time of conception. Women of all ages may have unintended pregnancies, but some groups, such as teens, are at a higher risk.

In 2001, approximately one-half of pregnancies in the United States were unintended (Finer 2006, Perspectives on Sexual and Reproductive Health), and the United States has set a national goal of decreasing unintended pregnancies to 30% by 2010. Efforts to decrease unintended pregnancy include finding better forms of contraception, and increasing contraceptive use and adherence.

Teen Parents – some facts

When teens give birth, their future prospects decline. Teen mothers are less likely to complete high school and more likely to live in poverty than other teens. They are more likely to have adverse birth outcomes, such as low birth weight or premature deliveries, and have greater chance of having their own children placed into protective services due to prenatal drug/alcohol exposure, neglectful parenting, or for other reasons that perpetuate the “intergenerational cycle of family violence”. The United States has set a national goal of decreasing the rate of teenage pregnancies to 43 pregnancies per 1,000 females 15–17 years of age in 2010.

A very large number of teen girls are affected each year—852,000 adolescent females under 20 years of age became pregnant and 477,000 gave birth in 2000; this included 312,000 pregnancies and 157,209 births among 15–17 year olds. Further, U.S. teen birth rates remain the highest among all countries in the developed world and are twice that of England and Canada.

Child abuse/neglect in the early years causes irreversible brain damage that is manifested in a changed brain structure that often results in aggressive, anxious, and risk-taking behaviors that often lead to a greater propensity for early sexual involvement with multiple partners. Reference: "Scars that won't heal: The neurobiology of child abuse” by Martin Teicher (Scientific American, March 2002, pg.68-75.) Another article can be found in "Developmenal Traumatology, Part 2: Brain Development. M.D. DeBellis, M.S. Keshaven, D.B., Clark: Biological Psychiatry, Vol.45, No.10, pg.1271-1284, May 15, 1999.

OPERATIONAL IMPACT

I. **Pregnancy Prevention & Avoiding Sexually Transmitted Infections (STIs) including HIV and AIDS**
II. **Managing Unintended Pregnancy**
III. **Safe Pregnancy and Healthy Baby**
IV. **Resources**

Joint Response and Collaborative Planning
DCFS and Department of Public Health, Public Health Nurses (PHN's) are available for consultation with the CSW, direct consultation with the youth and for Joint Response or Collaborative Planning regarding ALL reproductive health issues. Please refer to Procedural Guide 0070-560.05, Joint Response Referral.

Cross Reporting to Law Enforcement
Section 261.5 of the Penal Code provides that any person who engages in an act of unlawful sexual intercourse with a minor who is not more than three years older or three years younger than the perpetrator, is guilty of a misdemeanor. Perpetrators who are more than three years older than the minor or perpetrators age 21 or older when the minor is under 16 years of age have committed either a misdemeanor or a felony in causing the teen mother to become pregnant. Under either of these circumstances, ensure that a child abuse report is made with DCFS and a cross report is made to local law enforcement. Refer to Procedural Guides, 0050-501.10, Child Abuse and Neglect Reporting Act (CANRA): Who Must Report and 0050-501.15, The Cross-Reporting Responsibilities When A Report of New Allegations is Received at the Child Protection Hotline.

I. Pregnancy Prevention & Avoiding Sexually Transmitted Infections

The only certain way to prevent pregnancy is to abstain from sexual intercourse, and the only certain way to prevent sexually transmitted infections is to abstain from activities that have been proven to transmit sexually transmitted infections.

If a youth is sexually active, a reliable birth control method is the best way to reduce the risk of an unwanted pregnancy. Youth must be given the opportunity to learn about the effectiveness and safety of all available drugs or devices that are medically recommended and approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting STIs. CSWs should be prepared to address safe sex (how to avoid STIs) and pregnancy prevention practices with all youth 12 years of age and older. This may involve direct discussion with the

youth, as well as, discussions with caregivers and parents and provision of appropriate referrals, such as Planned Parenthood or a Los Angeles County Health Clinic.

II. Managing Pregnancy

Making Choices

NOTE: The CSW **must** not impose personal values regarding family planning options upon the youth.

A youth's choice to continue or terminate her pregnancy is a very personal decision and it is DCFS policy to support the youth in her decision making process while refraining from expressing personal bias or attempting to influence the youth's decision. Youth should be directed to Planned Parenthood, a Los Angeles County Health Clinic or an equivalent local family planning clinic, for assistance in pregnancy testing and counseling/education regarding her options. Planned Parenthood of Los Angeles: 800-576-5544. http://www.plannedparenthood.org/los-angeles/; Los Angeles County Health Services Clinics: 800-427-8700. http://ladhs.org/

NOTE: CSW's and DPO's are responsible for ensuring that the local family planning clinic the youth is referred to will provide the youth with counseling/education for the full range of her options including: parenting, adoption and pregnancy termination.

If a youth's pregnancy is unintended she may feel alone, scared, guilty, angry or confused at a time when an important decision must be made. Many women of all ages and backgrounds have had to make the difficult choice between parenthood, adoption and abortion. The youth will make the best decision for herself by being honest with herself and remaining true to her own beliefs. She should take info consideration her feelings as well as facts when she considers how this pregnancy will affect her life now and in the future. The choice is entirely up to her, but that doesn't mean that she must be alone in making her decision. The youth should be encouraged to seek out the people who will support her: her partner, family, friends, clergy or a professional counselor.

SAFE SURRENDER

The CSW (and DPO if dual supervision) shall inform each youth of child bearing age on her/his caseload of the Safe Haven law, which states: "No parent or other person who has lawful custody of a minor child 72 hours old or younger may be prosecuted for child abandonment if he or she voluntarily surrenders physical custody of the child to a

designated employee at a public or private hospital emergency room..." This law also allows for a 14-day "cooling off" period during which the person who surrendered the child can return to reclaim the child. The CSW shall provide the Safe Surrender Hotline phone number: 877-BABY-SAFE. http://babysafela.org. See Procedural Guide 0070-520.10, Safely Surrendered Babies (SSB).

TERMINATION OF PREGNANCY

Unintended pregnancies happen. Sometimes even the best birth control method fails. If a youth does not want to continue a pregnancy, she has the legal right to terminate the pregnancy. The youth should be encouraged to discuss her situation and her feelings about aborting the pregnancy with her partner, parents or a friend. However, no one has the legal right to force her to have an abortion or to prevent her from choosing to abort the pregnancy, regardless of the youth's age.

Surgical and Medical Abortions

Surgical abortion is a simple surgical procedure when done early and under good medical conditions. It takes about 15 to 20 minutes and is usually done in a clinic or a doctor's office.

Medical abortion is an option within the first nine weeks after the last menstrual period and ends a pregnancy using particular drugs. It takes approximately one to two weeks to pass the pregnancy and the youth must be prepared to have a surgical abortion in the event that the medical abortion does not end the pregnancy.

Abortion Services

The staff at the local family planning clinic will be able to answer questions about types of abortions, fees and services available. All youth may get financial help from the State if she cannot afford the cost of the abortion. Counseling for young women considering abortion is available at Planned Parenthood or a Los Angeles County Health Clinic. Refer to page 14 of this Procedural Guide for instructions regarding pregnancy termination.

ADOPTION

Adoption is an alternative for a youth who does not feel prepared to raise a child but does not want to have an abortion. The CSW should inform the youth that Adoption is a legal process during which she gives up all her rights and responsibilities as a parent, and that once all the adoption procedures are completed, the decision is permanent and cannot be reversed. If the baby's father's identity is known, the father will also be required to give consent to the adoption. The CSW should assist the youth in contacting the father and obtaining his consent for the adoption. DCFS Adoption Information and Applicant Intake toll-free number: 888-811-1121 http://www.lacdcfs.org/adoptions/index.html, e-mail: adoptions@dcfs.lacounty.gov

How the Adoption Process Works

The CSW should inform the youth that there are two methods for legal adoption in California: Private and Independent adoptions. In adoptions through a private or government agency, the agency takes full responsibility for all the legal matters involved. In an independent adoption, the parent locates the adoptive family on her own. In both instances, the adopting parent must be approved by the California Department of Social Services before the adoption process is final. Buying or selling babies is against the law. Refer to page 16 of this Procedural Guide for instructions on the Adoption process. Provide the youth with the DCFS Adoption Information and Applicant Intake toll-free number: (888) 811-1121

Discussing Relinquishment with Youth

When a DCFS youth is pregnant and considering putting her child up for adoption, the CSW should ask the assistance of an Adoption Resources and Permanency Division (APRD) CSW in the office to engage the youth in a discussion of the following questions and document her responses:

How do I feel about going through nine months of pregnancy, delivery and then placing my child in an adoptive home?
How do I feel about someone else raising my child?
How do I feel about the probability of never seeing my child again?
Would it make a difference if I had a boy or a girl?
Do I know the physical risks of pregnancy and childbearing?
What agencies offer adoption services?
What are the adoption procedures?
What are the terms of the adoption?
What might my life be like in five years? In 10 years?
Who can I talk to about my decision?
Will the baby's father consent to the adoption?

PARENTING

If a teen becomes pregnant she has the right to continue her pregnancy, regardless of her age, marital status or financial situation. If eligible, youth can receive financial and medical help from the State to provide for herself and her child. Each pregnancy is different. Even though the youth may already have had a child, it is important that she visit a doctor for prenatal care. Prenatal care gives the youth the best chance of having a health baby. If a youth thinks she is pregnant, she should talk with her health care provider before taking any medications. This may prevent some problems during pregnancy. Refer to page 16 of this Procedural Guide for instructions when discussing becoming a parent with the youth.

Prenatal care includes:

Regular check ups during pregnancy
Special nutrition
Enough rest
Regular exercise

Discussing Parenting with Youth

When a DCFS youth is pregnant and considering becoming a parent, the CSW should engage the youth in a discussion of the following questions and document her response:

How do I feel about being totally responsible for someone else for at least 18 years?
How do I feel about giving up much of my freedom? My privacy? The option to go and do as I please?
What is my plan for completing my education?
If I'm not home all day, who will care for my child?
Can I afford the costs of food, clothing, housing, childcare and medical care? Do I know how much it costs to raise a child?
How involved can I expect the baby's father to be?
Do I know the physical risks of pregnancy and childbearing?
What community agencies can offer help?
What might my life be like in five years? In 10 years?
Considering how you were raised, and how this has affected your life, how would you change (or keep the same) parenting style with your child?

III. Safe Pregnancy and Healthy Baby

Collaborative Planning with a Public Health Nurse

When a youth's choice is to become a parent, the CSW and a Public Health Nurse (PHN) co-located in the CSWs office, will have a Collaborative Planning meeting with the youth to assess the needs of the youth and provide interventions to ensure a safe pregnancy and a healthy baby. This dual response is designed to increase the health and safety outcomes for both the youth and her child. Some of the interventions may include but are not limited to: A joint visit to the home, hospital, school or office; sending for medical records; interpreting medical information; and/or referrals to appropriate community agencies.

The goal of the Collaborate Planning meeting is to develop a plan that protects the youth and her child's health and safety needs. During a CSW/PHN joint visit, the PHN will make skilled observation of the general health, nutritional and developmental status through the use of the Home Visit Observations Attachment to the Home Visitation

Guideline. All health information will be entered into the youth's Health and Education Passport. It will also ensure the following are addressed:

Raise and answer medical questions and offer nursing expertise.
Skilled observations of infants and children for signs of health or developmental concerns.
Clarification with health care providers when there are varying medical opinions.
Appropriate follow-up on health issues associated with allegations of severe neglect with special emphasis on children with medical problems.

When a home visit is indicated, the PHN and the CSW will meet at the youth's placement to assess health, safety and health practices. The PHN will also assist the CSW with other concerns in the assessment of the home environment. PHN's will utilize observation and interview skills to identify actual and potential health needs of the youth and her child(ren). The PHN will also inform the CSW of any health and/or safety concerns while on the joint visit.

Nurse Family Partnership (NFP) Program

A teen qualifies for the NFP Programs services if she:

is receiving DCFS services and
is pregnant for the first time and
is no more than 24 weeks pregnant and
agrees to the services.

The program provides home visiting services beginning during the pregnancy and extending through the child's first two years of life. The PHNs who visit the home will focus on the new mother's health, her role development as a mother and utilization of health and human services.

See **Section E. When A DCFS-Supervised Youth Is Pregnant And Wishes To Continue The Pregnancy** on page 17 of this policy for directions on how to refer a youth to the program.

IV. Resources

Planned Parenthood of Los Angeles: 800-576-5544
Web-site: http://www.plannedparenthood.org/los-angeles/;
Los Angeles County Health Services Clinics: 800-427-8700
Web-site: http://ladhs.org/

Safe Surrender Hotline: 877-BABY SAFE
Web-site: http://babysafela.org/

DCFS Foster Care and Adoption Assistance Hotline: 800-697-4444
Web-site: http://www.lacdcfs.org/adoptions/index.html
e-mail: adoptions@dcfs.co.la.ca.us

Probation Permanency Planning Family Finding Unit
For dual supervised (DCFS/Probation) or previous Probation Youth (refer via the DPO).

Nurse Family Partnership Program/Prenatal Care Guidance Program
213-639-6433 or 213-639-6478
To refer, the teen must be pregnant for the first-time and less than 16-18 weeks pregnant to be enrolled in this 2 * year nurse-home visiting program.
For empirically evaluated outcomes, see: www.nursefamilypartnership.org

Adolescent Family Life Program
Refer to Reproductive Health and Parenting Resources for Teens in LA County
For any pregnant or parenting teen.

Minor Consent Services
Available through L.A. County Department of Public and Social Services (DPSS).
On-line fact sheet: http://www.adp.ca.gov/ADPLTRS/pdf/97-52ex1.pdf

Reproductive Health and Parenting Resources for Teens in LA County resource list (available on LA Kids)

Procedures

In choosing appropriate referrals and resources for a DCFS supervised youth, the following factors should be considered:

1. What are the teen's immediate needs, such as health care, housing, financial assistance, schooling, employment, etc?
2. What are the specific physical, social and emotional problems, if any, associated with the pregnancy/infant?
3. Do both parents (if the father is known and involved) have an understanding as to their mutual roles and expectations?
4. What is the level of maturity of the pregnant teen/teen parent? Has the teen identified realistic goals and objectives?
5. What is the nature of the teen's relationship with his or her family of origin?
6. If the family of origin is not available for the teen, what are his/her resources in the community? Is there a support network in place?
7. What is the age of the teen? Is emancipation a near or long-term goal?

8. What is the teen's primary language? Are there cultural issues to consider?

9. Is this the teen's first pregnancy? Is the teen parenting at the time of this pregnancy?

10. Does the teen want to stay in the current placement? If not begin planning for transition. If yes, work with her foster parent to ensure all necessary supports are in place.

11. If appropriate and the youth agrees, refer the family for a Pregnant and Parenting Teen (PPT) conference.

The referrals provided in "Reproductive Health and Parenting Resources for Teens In L.A. County", are not exhaustive, but will serve as a starting point for locating resources appropriate for the individual youth.

A. WHEN: A YOUTH IN AN OPEN REFERRAL DISCLOSES THAT SHE IS PREGNANT

Case-Carrying CSW Responsibilities

1. Discuss with the youth whether her family has knowledge of the pregnancy and, if so, the potential problems posed by the pregnancy and the attitude within the family toward the pregnancy. Provide the youth a copy of "Reproductive Health and Parenting Resources for Teens In L.A. County" prior to closing the referral or promoting the referral to a case.

2. Advise the youth of the family planning options available to her including:

   Terminating the pregnancy.
   Continuing the pregnancy and relinquishing the baby for adoption.
   Continuing the pregnancy and keeping the baby.

3. Reassure the youth that she will receive your support no matter what choice she makes.

4. If the youth decides to continue the pregnancy, inform her of the NFP program. If she wishes to participate and qualifies, refer her for the services. Please see Section E on how to refer.

5. Refer the youth to Planned Parenthood or a Los Angeles County Health Clinic to further discuss her family planning options. Planned Parenthood of Los Angeles: 800-576-5544. http://www.plannedparenthood.org/los-angeles/ Los Angeles County Health Services Clinics: 800-427-8700. http://ladhs.org/

6. Encourage the youth, if appropriate, to discuss family planning options with her parent(s)/legal guardian and her attorney (when one has been assigned).

7. If appropriate and the youth agrees, refer the family for a Pregnant and Parenting Teen (PPT) conference.

8. Inform the youth of the "Safe Haven" law. See Procedural Guide 0070-520.10, Safely Surrendered Babies (SSB).

9. Arrange for a Joint Response with a PHN.

10. Document in the Contact Notebook that referrals were provided and that the options for managing the pregnancy were discussed prior to promoting the referral to a case or closing the referral.

11. Document information regarding the pregnancy and related medical treatment in the Health Notebook. Include the name, address and phone number of the physician providing prenatal care.

12. If a TDM is held, advise the youth that her pregnancy will not be revealed during the TDM, unless she authorizes it. If a placement decision must be made for the youth, her prenatal needs must be considered along with the permanency needs of the teen parent family unit if the youth chooses to become a parent.

> **NOTE:** Revealing pregnancy information in the absence of the youth's consent violates her right to privacy. This does not apply to documenting medical information in the youth's case file or in CWS/CMS. Sharing medical information with health care providers, when appropriate, is not prohibited.

13. If the referral is promoted to a case incorporate financial and medical assistance, as well as pregnant teen programs, into the case plan and follow the procedures outlined in Section B of this Procedural Guide. Also see Procedural Guide 0070-548.07, Assessing For The Safety And Risk Of Newborns For Families Already Under DCFS Supervision.

B. WHEN: A DCFS-SUPERVISED YOUTH DISCLOSES THAT SHE IS PREGNANT

CSW Responsibilities

1. Arrange for a Collaborative Planning meeting with a PHN.

2. Advise the youth of the family planning options available to her including:

Terminating the pregnancy.
Continuing the pregnancy and relinquishing the baby for adoption.
Continuing the pregnancy and keeping the baby.

3. Reassure the youth that she will receive your support no matter what choice she makes.

4. If the youth decides to continue the pregnancy, follow the instructions outlined in Section E: When A DCFS-Supervised Youth is Pregnant and Wishes to Continue the Pregnancy

5. Refer the youth to Planned Parenthood or a Los Angeles County Health Clinic to further discuss her family planning options. Planned Parenthood of Los Angeles: 800-576-5544. http://www.plannedparenthood.org/los-angeles/; Los Angeles County Health Services Clinics: 800-427-8700. http://ladhs.org/

6. If necessary or if the youth requests it, transport the youth to and from the local Planned Parenthood or a Los Angeles County Health Clinic.

7. Provide the youth with a copy of "Reproductive Health and Parenting Resources for Teens in L.A. County".

8. Inform the youth of the "Safe Haven" law. See Procedural Guide 0070-520.10, Safely Surrendered Babies (SSB).

9. Encourage the youth, if appropriate, to discuss Family Planning options with her parent(s)/legal guardian and her attorney.

10. If appropriate and the youth agrees, refer the family for a Pregnant and Parenting Teen (PPT) conference.

11. Document in the Contact Notebook that referrals were provided to the youth (mother and/or father) and that the family planning options were discussed.

12. Document information regarding the pregnancy and related medical treatment in the Health Notebook. Include the name, address and phone number of the physician providing prenatal care.

13. If a TDM is held, advise the youth that her pregnancy will not be revealed during the TDM unless she authorizes it. If a placement decision must be made for the youth, her prenatal needs must be considered along with the permanency needs of the teen parent family unit if the youth chooses to become a parent.

NOTE: For health and safety reasons, a pregnant youth may not remain in a placement where her caregivers are not informed of her pregnancy.

14. At each subsequent home visit, determine whether the youth and the family are utilizing the referred resources and document that information in the Contact Notebook.

C. WHEN: A DCFS-SUPERVISED YOUTH IS PREGNANT AND WISHES TO TERMINATE THE PREGNANCY

Case-Carrying CSW Responsibilities

1. If not already completed, arrange for a Collaborative Planning meeting with a PHN.

2. Discuss all the available family planning options listed in this Procedural Guide with the youth and ensure that her decision to terminate the pregnancy is based on her knowledge of the range of options available to her. Document this discussion in the Contact Notebook.

3. Reassure the youth that she will receive your support no matter what choice she makes.

4. Refer the youth to Planned Parenthood or a Los Angeles County Health Clinic to further discuss and arrange for pregnancy termination services. Planned Parenthood of Los Angeles: 800-576-5544. http://www.plannedparenthood.org/los-angeles/; Los Angeles County Health Services Clinics: 800-427-8700. http://ladhs.org/

5. Encourage the youth, if appropriate, to discuss her options with her parent(s)/legal guardian and her attorney.

6. Document information regarding the pregnancy and related medical treatment in the Health Notebook. Include the name, address and phone number of the physician providing prenatal care. Document conversations with the youth in the Contact Notebook.

7. If necessary or if the youth requests it, assist the youth, in making adequate arrangements for the medical or surgical abortion procedure and adequate recovery time.

8. If necessary or if the youth requests it, transport the youth to and from the location where the medical or surgical abortion will occur.

9. Provide post termination supportive services as needed and ensure the youth's attendance at follow-up medical appointments.

10. Refer the youth for family planning counseling to prevent future unintended pregnancy's or STIs.

D. WHEN: A DCFS-SUPERVISED YOUTH ELECTS TO RELINQUISH THE INFANT FOR ADOPTION

Case-Carrying CSW Responsibilities

1. If not already completed, arrange for a Collaborative Planning meeting with a PHN.

2. Discuss the available family planning options with the youth and ensure that her decision to relinquish the infant for adoption is based on her knowledge of the range of options available to her. Document all contacts in the Contact Notebook.

3. Reassure the youth that she will receive your support no matter what choice she makes. Encourage the youth to discuss options with her attorney.

4. Create a Client Notebook for the infant if one does not already exist.

5. If available, enter the name, address and phone number of the father in the infant's Client Notebook.

6. Provide the youth with the DCFS Adoption Information and Applicant Intake toll-free number: (888) 811-1121.

NOTE: Only the infant's parents are permitted to make the phone call to the Adoption Information and Applicant Intake section and the decision to relinquish the infant. The decision to relinquish must not be imposed on either parent. Further, the mother and the father cannot be prevented from relinquishing the infant, regardless of the attitudes of their legal guardians, the grandparents, or other interested parties. See Procedural Guide 0200-508.10, Advising and Providing Services to Parents Prior to Accepting a Statement of Understanding and Relinquishment Document.

7. Follow the instructions outlined in **Section E: When A DCFS-Supervised Youth is Pregnant and Wishes to Continue the Pregnancy,** that address the youth's pregnancy and child birth needs, including the NFP program.

8. For dual supervised youth (DCFS/Probation) or previous Probation Youth, refer to: the Probation Permanency Planning Family Finding Unit via the youth's DPO.

E. WHEN: A DCFS-SUPERVISED YOUTH IS PREGNANT AND WISHES TO CONTINUE THE PREGNANCY

Case-Carrying CSW Responsibilities

1. If not already completed, arrange for a Collaborative Planning meeting with a PHN.

2. Discuss the available family planning options with the youth and ensure that her decision to relinquish the infant for adoption is based on her knowledge of the range of options available to her. Document in the Contact Notebook.

3. Reassure the youth that she will receive your support no matter what choice she makes.

4. Assess the youth's level of maturity and commitment to becoming a parent and document in the Contact Notebook. Provide the youth with a copy of "Reproductive Health and Parenting Resources for Teens in L.A. County".

5. Assess the youth's need for health, financial, placement/housing and educational, etc. resources:

   Nurse Family Partnership (NFP) Program

   a) Once the youth decides to keep the baby, talk to her about the NFP Program.
   b) If she agrees to participate and she qualifies for the program, complete the NFP Referral Form located on LA KIDS or click to follow link. If the mother is a Nonminor Dependent, she must sign the authorization for release, DCFS 565, also on LA KIDS.
   c) Give the completed form to your PHN to submit.
   d) DPH NFP Program will send an enrollment status letter and quarterly updates to the PHN.
   e) The PHN will document the pregnant youth referral in the CWS/CMS Special Projects page

   Refer the youth to the Adolescent Family Life Program (AFLP).
   Refer the youth and her caregiver to community resources as needed or requested. Refer to "Reproductive Health and Parenting Resources for Teens in L.A. County".
   If the youth resides with a parent or adult relative, who is receiving CalWORKs, refer her and the parent/relative to the Department of Public Social Services (DPSS) to determine the youth's eligibility for the Cal-Learn program.

6. Ensure that the youth receives prenatal care in accordance with the College of Obstetricians and Gynecologists guidelines. Consult with the Public Health Nurse (PHN) to obtain these guidelines.

7. Document information regarding the pregnancy and related medical treatment in the Health Notebook. Include the name, address and phone number of the physician providing prenatal care.

8. Attempt to identify and locate the father. If identified, ensure that the father is added to the family in the Client Notebook.

9. With the pregnant youth's consent, and if the father is willing, initiate face-to-face contact with him. Document the contact, or attempted contact, in the Contact Notebook.

NOTE: Section 261.5 of the Penal Code provides that any person who engages in an act of unlawful sexual intercourse with a minor who is not more than three years older or three years younger than the perpetrator, is guilty of a misdemeanor. Perpetrators who are more than three years older than the minor or perpetrators age 21 or older when the minor is under 16 years of age have committed either a misdemeanor or a felony in causing the teen mother to become pregnant. Under either of these circumstances, if a report has not already been made to local law enforcement, contact local law enforcement and report the crime.

10. If the father is a DCFS-Supervised or Probation youth, provide him with referrals to community-based programs such as the Adolescent Family Life Program (AFLP) (via the DPO if Probation youth). See Procedural Guide 0100-510.40, Teen Parents in Foster Care.

11. If appropriate and the youth agrees, refer the family for a Pregnant and Parenting Teen (PPT) conference.

12. If the youth is reluctant to disclose her pregnancy to her parent(s) or out-of-home caregiver, discuss her concerns and if appropriate, encourage her to disclose her pregnancy to her parent(s) or out-of-home caregiver. If she has an attorney, encourage her to discuss the matter with her attorney.

13. If the youth does not wish to disclose her pregnancy to her parents or out-of-home caregiver, advise her that she will need to be placed with a caregiver she would feel more comfortable sharing this information with.

14. Use good social work practice, including a discussion with the SCSW, to determine if the pregnant youth's best interests would be better met if her

parent(s) or caregiver were informed of the pregnancy. Consult with County Counsel regarding filing an ex-parte motion requesting the court to order that the information be disclosed.

PHN Responsibilities

1. The PHN will document the pregnant youth referral in the CWS/CMS Special Projects page as follows:
    a. Pregnant Youth - Referred to the NFP Program
    b. Pregnant Youth - Status of referral to the NFP Program:
        i. Client accepted into NFP
        ii. Client was not accepted into NFP
            1) Did not meet intake criteria
            2) Refused
            3) No NFP capacity in the geographical area
    c. Pregnant Youth - Not referred to the NFP Program with the options of,
        i. Does not meet eligibility criteria;
        ii. Referred to Prenatal Care provider (list provider name);
        iii. Youth declined;
        iv. Referred to other home visiting program (provide name of program).

2. Entries onto the Special Projects Page will require a date when the action was taken or notification was received.

3. List the provider's name in the comment section.

APPROVAL LEVELS

Section	Level	Approval
A.B.C.D.E.	N/A	None

OVERVIEW OF STATUTES/REGULATIONS

Civil Code, Section 56.103 Defines CSW's as HIPAA "third parties" and permits them to receive PHI. Allows health and mental health providers to disclose foster child Protected Health Information (PHI) to CSW's that is related to service coordination, service delivery and treatment. Prohibits re-disclosure of PHI unless it is related to service coordination, service delivery or treatment. Prohibits use of disclosed medical or mental health information to be used as evidence against a foster youth in a criminal proceeding. Clarifies that the authority of the CSW does not override the authority of a

custodial parent or patient representative regarding access to medical information (unless that authority has been limited by the court).

Family Code, Section 6925 A minor may consent to medical care related to the prevention or treatment of pregnancy, except sterilization. A minor may receive birth control without parental consent.

Family Code, Section 6926 (a) A minor who is 12 years of age or older and who may have come into contact with an infectious, contagious, or communicable disease may consent to medical care related to the diagnosis or treatment of the disease, if the disease or condition is one that is required by law or regulation adopted pursuant to law to be reported to the local health officer, or is a related sexually transmitted disease, as may be determined by the State Director of Health Services. (b) A minor who is 12 years of age or older may consent to medical care related to the prevention of a sexually transmitted disease.
Health and Safety Code, Section 121020 A minor 12 and older is competent to give written consent for an HIV test.

Health and Safety Code, Section 123110(a) and 123115(a) In regards to testing, diagnosis and/or treatment for infectious, contagious communicable disease, sexually transmitted diseases including HIV and AIDS; pregnancy; contraception and abortion: The health care provider is not permitted to inform a parent or legal guardian without minor's consent. The provider can only share the minor's medical records with the signed consent of the minor.

Penal Code Section 261.5 defines unlawful sexual intercourse as, "an act of sexual intercourse accomplished with a person who is not the spouse of the perpetrator, if the person is a minor." It states that any person who engages in an act of unlawful sexual intercourse with a minor who is not more than three years older or three years younger than the perpetrator, is guilty of a misdemeanor. Perpetrators who are more than three years older than the minor or perpetrators age 21 or older when the minor is under 16 years of age are guilty of either a misdemeanor or a felony.

American Academy of Pediatrics v. Lungren 16 Cal 4th 307 A minor may consent to an abortion without parental or legal guardian consent and without court permission.

LINKS

California Code	http://www.leginfo.ca.gov/calaw.html
Division 31 Regulations	http://www.cdss.ca.gov/ord/PG309.htm
Title 22 Regulations	http://www.dss.cahwnet.gov/ord/PG295.htm

RELATED POLICIES

Procedural Guide 0050-501.10, Child Abuse and Neglect Reporting Act (CANRA): Who Must Report
Procedural Guide 0050-501.15, The Cross-Reporting Responsibilities When A Report of New Allegations is Received at the Child Protection Hotline
Procedural Guide 0070-516.10, Assessing the Development of Children 0-59 Mos. Old
Procedural Guide 0070-520.10, Safely Surrendered Babies (SSB)
Procedural Guide 0070-548.25, Completing the Structured Decision Making (SDM) Safety Plan
Procedural Guide 0070-560.05, Joint Response Referral
Procedural Guide 0090-506.30, Teen Parent DPSS Services
Procedural Guide 0100-510.40, Teen Parents in Foster Care
Procedural Guide 0200-508.10, Advising and Providing Services to Parents Prior to Accepting a Statement of Understanding and Relinquishment Document

FORM(S) REQUIRED/LOCATION

Hard Copy: None

LA Kids:
DCFS 280, Technical Assistant Action Request
DCFS 565, Authorization for Disclosure of Medical Information For Participation in the Nurse Family Partnership Program
DCFS 709, Foster Child's Needs and Case Plan Summary
Funding Resource Guide
Parenting Youth's Consent to Document and Share Her/His Non-Dependent Child's Health Information
Reproductive Health and Parenting Resources for Youth in L.A. County
NFP Program Referral Form

CWS/CMS:
Initial Case Plan
Case Plan Update
Client Notebook
Contact Notebook
Health Notebook

SDM:
Safety Assessment
Safety Plan
Risk Assessment

County of Los Angeles
Department of Children and Family Services
TRANSITIONAL HOUSING PLACEMENT PLUS – FOSTER CARE

EXHIBIT A: STATEMENT OF WORK

~~DRAFT~~

EXHIBIT A

TRANSITIONAL HOUSING PLACEMENT PLUS – FOSTER CARE

STATEMENT OF WORK

TRANSITIONAL HOUSING PLACEMENT PLUS – FOSTER CARE (THP+FC)

STATEMENT OF WORK

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STATEMENT OF WORK

PART A – PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support the achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART B – PROJECT FOUNDATION

1.0 BACKGROUND

Since 2003, the Department of Children and Family Services has identified three outcome goals (improved safety, improved permanence and a reduced reliance on out-of-home care) in order to achieve positive outcomes for children and families. On March 2, 2010, a fourth outcome goal, self-sufficiency, was adopted to recognize that the plight of transition-age youth is dire and their needs must be addressed.

The Transitional Housing Placement Program (THPP), which was created as a result of AB 1198 (Chapter 799, Statutes of 1993) and amended by AB 427 (Chapter 125, Statutes of 2001), has the primary purpose of realizing this fourth outcome on behalf of transition-age youth. The THPP was designed to provide selected independent living opportunities for eligible Participants (dependents under the supervision of child protective services or probation department, who are between the ages of 16 and 18) to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing and supportive services. THPP services are available Countywide and provide THPP Participants the opportunity to live in a furnished unit, with supervision and support services such as:

- Educational and transportation assistance,
- Employment assistance and goal setting,
- Life and socialization skills, health and safety training,
- Housekeeping and nutritional food preparation training,
- Food, clothing and personal care allowances,
- Money management and budget training, and
- Affordable housing

On September 30, 2010, Assembly Bill 12 (AB 12) Extended Foster Care (EFC) was signed into law. AB 12 allows California to extend foster care up to age 21 for young adults who meet the federal participation conditions for continued eligibility after age 18, including those served under State Title IV-E agreement and supervised by probation. The five participation conditions (Attachment IV) are as follows:

1. Completing a secondary education or a program leading to an equivalent credential
2. Enrolled in an institution which provides postsecondary or vocational education
3. Participating in a program or activity designed to promote, or remove barriers to employment
4. Employed for at least 80 hours per month
5. Incapable of doing any of the activities (1-4 above), due to a medical condition, and that incapability is supported by regularly updated information in the case plan of the Non-Minor Dependent

Those youth who remain in EFC are referred to as Non-Minor Dependents (NMD).

AB 12 adds two new licensed/approved placement options for NMD – Transitional Housing Placement Plus Foster Care (THP+FC) and Supervised Independent Living Placement (SILP).

THP+FC is offered by a licensed transitional housing placement provider to provide safe housing for NMD and assistance in developing the skills needed for transitioning to independent living.

The SILP is a flexible placement setting that can include an apartment, shared living situations, room and board arrangements or college dorms. SILP placements for eligible NMD must be approved by the COUNTY before NMD can reside in these settings.

DCFS and Probation have established the following priorities for THP+FC Participants: (1) Safety and (2) Well-Being/Self-Sufficiency.

1. Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwilling or unable to meet the Participant's needs). The Performance Measure Summary and Service Tasks addressing this priority in a THP+FC setting are found in this Statement of Work (SOW), Part C, Section 1.0.

2. Well Being/Self-Sufficiency: The priorities in this SOW refer to educational, life skills preparation, and independent living as well as a number of other items especially relevant to a THP+FC setting. The Performance Measure Summary and Service Tasks addressing this priority in a THP+FC setting are found in this SOW, Part C, Section 2.0. The Departments envision that youth exiting THP+FC will attain a level of independence and self sufficiency to be able to exit foster care altogether and live in an independent setting of their own or remain in foster care and step down to a SILP.

CONTRACTOR shall provide services including but not limited to, those necessary to accomplish the goals and correct any deficiencies listed in the Participant's Transitional Independent Living Plan (TILP) (Exhibit A-1).

2.0 SERVICE DELIVERY SITES

2.1 CONTRACTORS, THP+FC Units, and services shall be located within the eight Service Planning Areas (SPA) throughout Los Angeles County, and identified in Exhibit A, Attachment II.

2.2 CONTRACTORS shall use one or more of the following housing models for THP+FC to support the individual self-sufficiency needs and skills of each Participant:

2.2.1 Host Family Site: A placement where the NMD lives with a caring adult who has been selected and approved by the CONTRACTOR

serving NMD in THP+FC. The NMD receives provider-based supportive services, and it is expected the host family will provide basic board and care for the NMD.

2.2.2 Single Site: A placement where an NMD lives in an apartment, single family dwelling, or condominium rented or leased by the CONTRACTOR, in which one or more adult employees of the CONTRACTOR reside and provide supervision.

2.2.3 Remote Site: A single housing unit where the NMD lives independently and which CONTRACTOR staff does not live in the same building. This may include apartments, single family dwellings, or condominiums rented or leased by the CONTRACTOR in various locations, not necessarily near each other.

2.2.4 In all models, THP+FC Providers shall be encouraged to do the following: (1) Utilize apartments where Participants may continue to live following transition from foster care; and (2) Afford Participants the opportunity to keep their apartment furnishings following transition from foster care.

2.3 State Certified Units

2.3.1 ~~The CDSS/CCLD shall inspect and certify all Unit sites to be used for THP+FC Participants. A THP+FC Participant shall not occupy any Unit until certification is complete.~~ CONTRACTOR shall ensure that selected Units are in compliance with all CCLD regulations before signing rental/lease agreements.

~~2.3.2 CONTRACTOR, in accordance with Title 22, Division 6, Chapter 7, Section 86024, shall obtain prior written CCLD approval to place a Participant in a Remote Site Model.~~

2.3.2 CONTRACTOR shall complete and sign a Certificate of Compliance for each THP+FC Participant Unit, as defined in Title 22, Division 6, Chapter 7, Section 86001 (c)(2), that verifies that the Participant living unit meets the requirements of the Health and Safety Code Section 1501(b)(5).

2.3.2.1 CONTRACTOR shall submit all Certificates of Compliance to CPM annually or upon recertification.

2.3.2.2 CONTRACTOR shall maintain copies of the Certificates of Compliance in the CONTRACTOR's administrative and sub-administrative offices, THP+FC Units and staff residential unit. A THP+FC Participant shall not occupy any Unit until certification is complete.

2.3.2.3 Certificates of Compliance are non-transferrable and shall be void upon a change of location and/or when Unit is no longer being used for THP+FC.

2.3.3 CONTRACTOR shall notify CCLD and CPM, in writing within seven days when a THP+FC Unit is approved for use **and** when the Unit is no longer being used for THP+FC participants.

~~2.3.4 CONTRACTOR shall submit all Certificates of Compliance to CPM annually or upon recertification.~~

2.3.4 CONTRACTOR shall ensure that the Host Family home has a current certificate of approval/compliance. Further, CONTRACTOR shall maintain personnel files on all adults who live in the home, including verification that all host family adults have received First Aid and CPR training, have live scan/fingerprint and background check clearances and have received training on their roles and responsibilities and reporting requirements and emergency procedures. CONTRACTOR shall consult with CCLD regarding the specific forms/documents that are required.

2.4 Unit Requirements

~~2.4.1 CONTRACTOR shall maintain copies of each Certificate of Compliance in the CONTRACTOR Administrative Office, to be available for review/inspection by COUNTY.~~

~~2.4.2 CONTRACTOR shall maintain copies of Certificates in Sub-Administrative Office(s) and/or Staff Residential Unit, if applicable, for review/inspection by COUNTY.~~

2.4.1 CONTRACTOR shall complete a Unit Verification form, confirming that the following basic requirements for each Unit are met before a THP+FC participant is placed, and maintain copies.

2.4.2 CONTRACTOR shall agree to the following requirements:

2.4.2.1 THP+FC foster and probation Participants ~~may~~ shall be placed together with the mutual consent of the CSW and DPO.

2.4.2.2 THP+FC Participant may share a Unit with a THPP Participant if they are same gender siblings or *recently* shared rooms prior to the THP+FC Participant turning 18 and remain compatible to share a Unit.

2.4.2.3 No more than three THP+FC Participants shall share a Unit.

2.4.2.4 No more than one Participant shall occupy a bedroom.

2.4.2.5 Each THP+FC Participant that shares a unit shall have sufficient designated food storage space for perishable and non-perishable food to ensure accurate monitoring of each Participant's shopping habits and adherence to their allowance.

2.4.2.6 No more than two THP+FC Participants shall share a refrigerator.

2.4.2.7 No more than two THP+FC Participants shall share a bathroom.

2.4.2.8 At the time of placement, the CONTRACTOR shall provide the THP+FC unit with a new set of dishware for a minimum of four people.

2.4.2.9 The same applies to glassware, permanent plastic cups, eating utensils, knives, pots and pans, dish towels, dishcloths, and oven mitten(s).

2.4.2.10 ~~More than two THP+FC Participants in a unit require dishware for a minimum of eight people~~ Should two or more THP+FC Participants share a unit, CONTRACTOR shall provide additional dishware, utensils, glassware, etc. to accommodate eight to twelve people.

2.4.2.11 ~~If THP+FC Participant is transitioning from CONTRACTOR'S THPP, CONTRACTOR shall~~ Conduct an inventory of Participant's items for THP+FC Participants from another THPP to determine if new and/or additional items are needed for the THP+FC Unit.

2.4.2.12 ~~CONTRACTOR shall~~ Replace damaged and/or missing kitchen items including dishes, glasses, utensils, knives, etc., within seven calendar days.

2.4.2.13 ~~CONTRACTOR shall provide~~ Maintain an operable fire extinguisher in each THP+FC unit and service/replace them as necessary.

2.4.2.13.1 ~~CONTRACTOR shall~~ Provide training on the use of the fire extinguisher. Proof of training shall be filed in TPRF.

2.4.2.14 No more than two THP+FC Participants shall share a telephone or telephone line.

2.4.2.15 Should three THP+FC Participants share a unit, CONTRACTOR shall provide two refrigerators, two bathrooms, two telephones, and two telephone lines.

2.4.2.16 ~~CONTRACTOR shall~~ Provide each THP+FC Participant with a towel rack, soap bar dish and space for toothbrush, etc.

2.4.2.17 THP+FC Participant shall not share a Unit with any other individual not enrolled in THP+FC, except a child(ren) of the THP+FC Participant.

2.4.2.18 No area commonly used for other purposes shall be used as a bedroom, e.g., halls, stairways, unfinished attics or basements, living rooms, dining rooms, garages, detached buildings, or passageways to another room.

2.4.2.19 No bedroom shall be used as a general passageway to another room.

2.4.2.20 THP+FC Participants with infant(s)/toddler(s) shall be furnished with a bassinet(s), crib(s) or toddler bed(s), mattress, high chair and a minimum of two sets of linens.

2.4.2.21 THP+FC Participants placed with their child(ren) shall have the unit equipped with safety features, including, but not limited, to childproof cabinets and drawer locks, door locks and electrical outlet covers.

2.4.2.22 Bedrooms shall have drawer space for the Participant's belongings and closet space to accommodate his/her clothing and personal belongings.

2.4.2.23 Bunk beds, cots, rollaway beds or futons shall not be used by Participants or their child(ren) for beds.

2.4.2.24 Each Participant and his/her child(ren) shall have his/her own bed/crib/bassinet and shall not share a bed/crib/bassinet.

2.4.2.25 Upon placement ~~CONTRACTOR shall provide~~ each Participant ~~and his/her child(ren)~~ shall be provided new linens and a ~~new~~ comfortable mattress and box spring in good condition.

2.4.2.26 ~~CONTRACTOR shall not provide~~ Used or second-hand linens ~~or mattress/box spring to~~ shall not be provided for use by THP+FC Participants or their child(ren).

2.4.2.27 A working smoke detector in the hallway and in each bedroom is required.

2.4.2.28 A working carbon monoxide detector in the hallway is required.

2.4.2.29 ~~CONTRACTOR shall provide parking space(s) for THP+FC Participants with automobiles~~ Make every effort to secure property locations for THP+FC Participants where parking for Participants is readily available and accessible.

2.4.2.30 ~~CONTRACTOR shall~~ Ensure each THP+FC Participant and his/her child(ren) has a bed that meets their needs.

2.4.2.31 If the bed is too short or not wide enough for the Participant, the CONTRACTOR shall immediately replace the bed and mattress and ensure it is appropriate for the THP+FC Participant and his/her child(ren).

2.4.2.32 Unit(s) shall be adequately furnished with furniture in good and safe condition based on visual and physical inspection by CONTRACTOR.

2.4.2.33 ~~CONTRACTOR shall replace~~ Furniture that is worn and no longer usable for its purpose shall be replaced.

2.4.2.34 Units shall have appropriate window treatments that provide privacy such as blinds, and/or curtains or drapes.

2.4.2.35 ~~CONTRACTOR shall have~~ Units shall be repainted as needed and at least once every three years.

2.4.2.36 ~~CONTRACTOR shall replace~~ Carpet shall be replaced every seven years and other flooring as needed

2.4.2.37 Fire Clearances shall be secured and maintained as required by CONTRACTOR for each THP+FC Unit

2.4.2.38 Copies of a current emergency plan specific to the THP+FC Unit location shall be given to each THP+FC Participant upon placement

2.4.2.39 THP+FC Participants of the opposite sex, including siblings, shall not share a unit. This excludes Participant's minor child(ren).

2.4.2.40 Prior to placement, CONTRACTOR shall make necessary specific provisions, including, but not limited to, alterations to

the building and grounds as required protecting and assisting the Participant, and maximizing the Participant's potential for self-sufficiency when a Participant is disabled.

2.5 Unit Locations

2.5.1 THP+FC Unit(s) shall be in close proximity (within 3 miles) to the ~~not be more than a quarter mile from any of the~~ following: public transportation, grocery store, medical care, laundry and dry cleaning services.

2.5.2 Various employers/employment opportunities shall be in close proximity (within 3 miles) ~~not be more than 30 minutes (one-way) travel time~~, when using public transportation, ~~from~~ to all THP+FC Units.

2.5.3 Notwithstanding any other provision of this SOW, no CONTRACTOR separately or jointly with another CONTRACTOR or CONTRACTORS shall place more than a total of 12 THP+FC Participants in a single apartment complex/building or any adjacent buildings/locations, including locations where there are THPP, THP, THP-Plus or other transitional housing programs location without obtaining prior approval in writing from CPM.

2.5.4 CONTRACTOR shall ensure the THP+FC Participant's Unit site is in close proximity (within 3 miles)~~,~~ to ~~the~~ schools, including post-secondary institutions, ~~that~~ where the Participant ~~is currently~~ may enroll~~ed~~.

3.0 STAFFING RATIOS AND QUALIFICATIONS

3.1 At all times CONTRACTOR shall maintain at a minimum the following staffing ratios:

3.1.1 One **Program Director** that meets the qualifications set forth in Section 3.2.1 below;

3.1.2 One **Social Work Supervisor** that meets the qualifications set forth in Section 3.2.2 below for every eight social workers or fraction thereof;

3.1.3 One **Social Worker** that meets the qualifications set forth in Section 3.2.3 below, for up to 12 THP+FC Participants in placement; ~~regardless of how many programs a social worker is employed by, his/her entire caseload shall not exceed 25;~~

3.1.4 One **Direct Care Staff** that meets the qualifications set forth in Section 3.2.4 below, for every ten THP+FC Participants in placement or fraction thereof and;

3.1.5 One **Single Site Supervisor** that meets the qualifications set forth in Section 3.2.5 below, for every Single Site location utilized by CONTRACTOR under this Contract.

3.1.6 All THP+FC personnel including but not limited to host families, volunteers, licensee and Direct Care Staff shall be required to report suspected child abuse and neglect to COUNTY as well as CDSS/CCLD.

3.1.7 Additionally, all THP+FC personnel including but not limited to, host families, ~~all~~ volunteers, licensee and Direct Care Staff, upon employment and annually, shall sign a statement acknowledging their reporting responsibilities.

3.2 Minimum Qualifications

3.2.1 CONTRACTOR **Program Director (CPD)** shall possess the following minimum qualifications prior to employment:

- Master's Degree from an accredited or state-approved graduate school as defined in Section 94301 of the Education Code, in social work or social welfare, marriage, family and child counseling, counseling psychology or human service degree,

  AND

- A minimum of three years documented experience in the field of child or family services, two years of which must have been in an administrative or managerial position.

  OR

- Bachelor's Degree in a behavioral science from an accredited college or university,

  AND

- A minimum of five years of experience in the field of child or family services, two of which must have been in an administrative or managerial position.

3.2.2 CONTRACTOR **Social Work Supervisor(s)** shall possess the following minimum qualifications **prior** to employment:

3.2.2.1 Master's Degree from an accredited or State approved graduate school, as defined in Section 94301 of the Education Code, in one or more of the following areas:

a) Social work or social welfare,
b) Marriage, family and child counseling,
c) Child psychology, child development,
d) Counseling psychology, social psychology,
e) Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professions Code,
f) Education with a counseling emphasis, or Equivalent Master's Degree in human services or behavioral science degree acceptable to CDSS

AND

- At least three semester units or 100 days of internship, field practice or experience in public or private social service agency setting at the Master's Degree level,
- At least nine semester units of coursework related to children and families or 18 months experience working with teens,
- At least three semester units related to working with minority populations; six months of experience working with minority populations; or six months in-service training in working with minority populations within the first year of employment as a condition of employment,
- At least three semester units in child welfare, or two years experience in a public or private child welfare social services setting.

AND

- Three years of full-time social work or casework employment in the field of family or child welfare services.

3.2.2.2 CONTRACTOR shall ensure that if a Social Work Supervisor carries a caseload, the Social Work Supervisor shall not be located more than two hours travel time by automobile from the THP+FC Participant(s) on his/her caseload.

3.2.3 CONTRACTOR **Social Worker(s)** shall possess the following minimum qualifications prior to employment:

3.2.3.1 Masters Degree from an accredited or state approved graduate school, as defined in Section 94301 of the Education Code, in one of the following areas:

- Social work or social welfare,
- Marriage, family and child counseling,

- Child psychology, child development,
- Counseling psychology, social psychology,
- Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professional Code,
- Education with an emphasis on counseling, or equivalent Master's Degree in human services or behavioral science degree as determined by the State.

AND

- At least three semester units or 100 days of field practice or experience in a public or private social service agency setting at the Master's Degree level working with teens,
- At least nine semester units of coursework related to children and families or 18 months of experience working with children and families,
- At least three semester units in working with minority populations or six months of experience in working with minority populations or six months in-service training in working with minority populations within the first year of employment as a condition of employment and,
- At least three semester units in child welfare, or two years of experience in a public or private child welfare social services setting.

3.2.3.2 CONTRACTOR shall ensure that Social Work staffs are located no more than two hours travel time by automobile from the THP+FC Participant(s) on their caseload.

3.2.3.3 CONTRACTOR shall inform CPM in writing, if CONTRACTOR received an exception from CDSS of personnel requirements.

3.2.4 CONTRACTOR **Direct Care Staff** shall possess the following minimum qualifications:

3.2.4.1 Bachelor's Degree in Sociology, Psychology or closely related field AND at least six months experience working with teens.

OR

3.2.4.2 An Associate's Degree in Psychology, Sociology, Child Development or closely related field or 60 semester units/credits with at least 15 semester units/credits in Psychology, Sociology, Child Development or closely related

field **AND** two years experience providing training, counseling, tutoring, or case management to foster or other at-risk youth.

3.2.4.3 Direct Care Staff shall be available to Participants 24 hours a day and seven days per week. COUNTY Program Manager may require CONTRACTOR to provide additional Direct Care Staff as she/he deems necessary.

3.2.5 CONTRACTOR **Single Site Supervisor** shall possess the following minimum qualifications:

1) High school diploma, GED or equivalent
2) Valid driver's license and insurance
3) CPR and First Aid Training (must obtain prior to interacting with Participants)

AND

a) 21 years of age or older
b) One year full-time experience*, or its equivalent, working with the target population or age group

OR

c) Six months full-time experience*, or its equivalent, working with the target population or age group; **and**

d) Completion with a passing grade, from an accredited or approved college or university, of 15 college semester or equivalent quarter units in behavioral science, nine units of which must be in courses relating to children with behavioral problems which may be the result of abuse, neglect or emotional trauma. The courses may include, but are not limited to curriculums in Corrections, Psychology, Social Work or Social Welfare

3.2.5.1 Experience shall be verified as having been performed as a paid or volunteer staff person whose duties required direct supervision and care of the target population.

3.2.5.2 CONTRACTOR may submit a waiver request to the CPM to consider applicant(s) with an exception to the above requirements (a, b, c) to be employed as CONTRACTOR'S Single Site Supervisor.

3.2.6 CONTRACTOR'S **volunteer** staff shall possess all of the minimum qualifications required in this Contract appropriate to the work they perform.

3.2.6.1 Additionally all volunteers are subject to the same rules and regulations as paid staff.

3.2.7 Only employees/volunteers that have been approved by COUNTY Program Manager (CPM) and certified by CONTRACTOR shall have direct contact with THP+FC Participants. CONTRACTOR shall immediately prohibit all decertified employees/volunteers that the CPM has determined inappropriate, from having further contact with THP+FC Participants.

3.2.7.1 Prior to any direct contact with THP+FC Participants, each employee/volunteer must have COUNTY approval and CONTRACTOR certification.

3.2.8 Certification and Training

3.2.8.1 CONTRACTOR agrees to certify, train, and monitor staff and volunteers who will provide direct services/support to THP+FC Participants.

3.2.8.2 CONTRACTOR shall certify and train all staff having direct contact with THP+FC Participants in compliance with CDSS Title 22 regulations, Section 86065.

3.2.8.3 CONTRACTOR shall ensure that all THP+FC Direct Care staff are trained in CPR and First Aid, and shall maintain an age appropriate certification in CPR from persons qualified to provide such training.

3.2.8.3.1 CONTRACTOR shall maintain proof of successful completion (and renewal) of CPR and First Aid Training and valid Certification in staff's personnel records.

3.2.8.4 CONTRACTOR shall ensure that all THP+FC staff having direct contact with Participants receives on an annual basis at least 20 hours training (in addition to CPR and First Aid) in topics related to the target populations.

3.2.9 Monitoring

3.2.9.1 In the event the CONTRACTOR becomes aware of a criminal complaint filed against any employee or volunteer or allegation of child endangerment made within the scope of

their employment with the CONTRACTOR, the CONTRACTOR agrees to immediately notify the CPM.

3.2.9.2 CONTRACTOR shall prohibit employee/staff from further contact with all Participants until the CPM has conducted an investigation into the allegation(s) and/or complaint(s).

3.2.9.3 The CPM shall review the allegations and/or complaint to determine whether it would be inappropriate for the person to continue to be employed by or serve as a volunteer for the CONTRACTOR.

3.2.9.4 If the CPM determines that it is inappropriate for the person to continue to work with THP+FC Participants, the CONTRACTOR shall immediately preclude the employee or volunteer from having any further contact with Participants.

3.2.9.5 For each employee/volunteer, CONTRACTOR shall submit to the CPM verification of fingerprinting clearances, Child Abuse Index clearance, training certification and CONTRACTOR's employee certification prior to the staff commencing work with the THP+FC youth.

4.0 PROGRAM MANAGEMENT REQUIREMENTS

The COUNTY shall provide a County Program Manager (CPM) as indicated in the Contract, Exhibit J, County's Administration, to coordinate the delivery of services of this Contract with the CONTRACTOR Program Director (CPD).

4.1 The CPM or designee is responsible for, but not limited to, monitoring CONTRACTOR's day-to-day activities, providing technical assistance to ensure that CONTRACTOR satisfies the Contract requirements, and providing programmatic support to CONTRACTOR.

4.2 The CPM and/or designee(s) is not authorized to make any changes to any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

4.3 Upon execution of this Contract, the COUNTY will designate which CPM shall be authorized to receive documents, approve placements, address problems/concerns, etc.

4.4 The CPM is solely responsible for referring all eligible THP+FC Participants to CONTRACTOR.

~~4.5 CONTRACTOR shall not accept any THP+FC Participant for placement without CPM written authorization.~~

5.0 COUNTY'S GENERAL RESPONSIBILITIES

5.1 A DCFS Children Social Worker (CSW) or Probation Department's Deputy Probation Officer (DPO) will provide the following information to CONTRACTOR following a THP+FC placement:

5.1.1 COUNTY CSW/DPO will provide CONTRACTOR a case plan and current Transitional Independent Living Plan (TILP) for the participant upon initial placement.

5.1.2 Any subsequent case plan or TILP updates will be completed in collaboration with the CONTRACTOR.

5.1.3 The CSW/DPO will include pertinent information received verbally and in writing from the CONTRACTOR.

5.1.4 The CSW/DPO is solely responsible for initiating and completing case plans and TILP updates.

5.1.5 The CSW/DPO will provide the CONTRACTOR a copy of the case plan and TILP updates.

5.2 COUNTY CSW/DPO will provide the CONTRACTOR an Agency Placement Agreement (Exhibit A-2), a Six-Month Certification of Extended Foster Care Participation (SOC 161) and Mutual Agreement For Extended Foster Care (SOC 162) or Voluntary Re-Entry Agreement For Extended Foster Care (SOC 163) for each THP+FC Participant placed with CONTRACTOR.

5.2.1 CONTRACTOR shall file these documents in the THP+FC Participant's Record Folder within one business day of Participant's placement.

5.3 COUNTY CSW/DPO at the time of placement will provide CONTRACTOR with the participant's Medi-Cal card, Medical and Education Records or the Health and Education Passport Binder.

5.3.1 COUNTY CSW/DPO will continue to provide case management services supervision.

5.3.2 Court reports submitted to the Juvenile Court shall be completed with input from the Participant and the THP+FC provider.

5.3.3 Upon request from CONTRACTOR, the CSW/DPO shall approve adult visitors (19 years and older), and provide a list to the THP+FC provider at the time of placement and update as required.

5.3.4 Monthly visits to the Participant by the CSW/DPO shall be on-going throughout the Participant's tenure in the THP+FC.

5.4 The CSW shall be responsible for transporting DCFS placed Participants to court when required.

5.5 COUNTY shall provide training to CONTRACTOR on AB12/EFC.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 CPD shall be responsible for the operation of the THP+FC and for the daily oversight of the CONTRACTOR's THP+FC activities. Responsibilities include but are not limited to appointing and dismissing staff, organizing and administering training for all staff. The CPD is listed in the THP+FC Master Contract, Exhibit B, Attachments, Attachment I.

6.2 CPD shall be responsible for ensuring that each Participant's TILP (Exhibit A-1) is followed and goals are obtained.

6.3 CONTRACTOR shall notify CPM prior to any change in CPD

6.4 CONTRACTOR shall maintain at least monthly communication with the CSW/DPO and provide information regarding Participant's progress/deficiencies and TILP goal attainment.

6.5 CONTRACTOR shall document in the TPRF all verbal and written communications with the CSW/DPO.

6.6 CPD shall maintain contact and work with the CPM as necessary to ensure the requirements of this Contract are met.

6.7 CPD or designee shall attend all THP+FC meetings, including participating on conference calls, and trainings convened by the COUNTY.

6.8 CPD shall be responsible for ensuring that all reports are submitted to the CPM by the due dates as referenced in Section 10.0.

6.9 CPD shall be present in the THP+FC facility a minimum of 20 hours per week during normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.).

6.9.1 At all other times, when the CPD is absent from the THP+FC facility, there shall be coverage by the CPD'S designee. If the designee does not meet the administrator's qualifications, there shall be immediate access to the CPD. The designee shall have:

a) Knowledge of the THP+FC operations
b) Training in programs provided by the THP+FC
c) Authority to correct deficiencies that constitute immediate threats to the health and safety of THP+FC Participants

6.10 CPD shall be available to CPM and Participants 24-hours a day, seven days a week.

6.11 CONTRACTOR shall provide a contact number for use after normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.), on weekends and COUNTY holidays.

6.12 CONTRACTOR shall respond within ~~one hour~~ two hours of being contacted by COUNTY.

6.13 CPD shall ensure the qualified Social Work personnel are available to respond to any emergency regarding a Participant, 24 hours a day, and seven days a week.

6.14 CONTRACTOR Social Work Supervisor shall be responsible for, but not limited to the following:

6.14.1 Orientation and training of new Social Work personnel,

6.14.2 Review and oversight of assigned Social Work personnel to ensure compliance with applicable laws, regulations, policies and procedures.

6.15 Social Work personnel shall be responsible for, but not limited to the following:

6.15.1 Evaluation and assessment of the needs of eligible youth for participation in THP+FC program.

6.15.2 Supervision of the placement of the Participants in the THP+FC Unit.

6.15.3 Development and updating the needs and services plan of THP+FC Participants.

6.15.4 Provision of support services to THP+FC Participants.

6.16 CONTRACTOR shall include the principles of the Child Welfare League Initiative and Positive Youth Development in their program models.

6.16.1 Participants are encouraged to visit with parents, siblings, extended family and friends to promote emotional growth and development. Family contact may be nurturing and promote positive self-esteem development in the youth. Ideally, ongoing contact will help youths to become self-sufficient and confident young adults who ultimately transition entirely from the foster care system. Family support, mentors and friends play a large part in assisting the foster youth to become a thriving and vital member of society.

6.16.2 The THP+FC is a positive youth development for foster and probation youth 18-21 years old currently supervised by the Child Welfare System or Probation System. The THP+FC provides independent living to obtain daily living skills prior to transitioning from foster care.

6.16.3 CONTRACTOR shall ensure that THP+FC Participants are given the greatest amount of independence possible, based on the NMD developmental needs and readiness for independence.

6.17 CONTRACTOR shall provide the following service components in their program.

6.17.1 Independent Living Program (ILP) services

- Education - related costs, tuition and scholarships
- High school graduation expenses
- Work-related costs like clothing, tools, union dues, vocational and educational assessments
- Daily Life Sessions
- Financial Aid workshops
- ILP Individualized Transition Skill Program (ITSP)
- Computer classes
- Youth conferences
- Participation in youth events i.e. Celebration I & II, and Success is our Future.
- Teen Clubs Activities
- Linking all THP+FC Participants to his/her ILP Transition Coordinator

6.17.2 Health Care Agency

Most children in foster care are automatically eligible for free Full Scope Medical regardless of their immigration status via AFDC-FC. Foster care youth who remain in foster care on their 18th birthday may receive Medi-Cal until their 21st birthday under the Former Foster Care Children (FFCC) program.

6.17.3 Foster Care Services

- CONTRACTOR shall provide assistance with completion of Transition Independent Living Plan (TILP)
- CONTRACTOR shall collaborate with the CSW/DPO to complete transition in TILP.
- Participation in ILP classes or ITSP

6.17.4 Community and Public Partners, Information and Linkage, including but not limited to

- California Youth Connection (CYC)
- Casey Family Programs (CFP)
- Casey Life Skills

- Fatherless Hotline - (1-877-716-8000)
- Foster Care Ombudsman Program
- National Center for Youth Law
- One Source California
- Orphan Foundation of America
- The Alliance for Children's Rights
- DPSS and Linkages services

6.17.5 CONTRACTOR shall ensure that all THP+FC Participants who are unemployed register with CalJobs (CalJobs.gov) within seven days of entry into the Program or within seven days of unemployment and maintain documentation in the case record.

6.18 CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 within 24 hours whenever a DCFS-placed Participant is moved from one site/home to another or a child leaves the CONTRACTOR's program. CONTRACTOR shall notify Probation's Transition Jurisdiction Services (TJS) Supervisor at (323) 730-4465 for Probation-placed Participants.

~~6.19 CONTRACTOR shall agree to comply with any changes in the legislation regarding THP+FC and any regulations made by CDSS, and shall incorporate the changes into their programs.~~

6.19 ~~CONTRACTOR shall contact Participants daily to confirm case plan goals are being attempted and Participant is following program rules.~~ CONTRACTOR, upon initial placement of Participants, shall contact Participants daily (via text, email, social media or telephone) to ensure youth's smooth transition into placement. As Participant demonstrates stability and progress in program, and CONTRACTOR consults with CSW/DPO and Participant, this daily contact schedule may be decreased to no less than twice per week. However, if the Participant requests more frequent contact, the CONTRACTOR shall oblige.

6.20 CONTRACTOR shall have face to face contact with Participants at least weekly. This is in addition to the daily contact that is required in Section 6.19. CONTRACTOR may request written authorization from CSW/DPO to decrease this requirement to no less than twice per month for Participants who have demonstrated a higher level of independence. The reduction in weekly face to face contact does not preclude the Participant from completing at least 240 minutes of life skills training per month as required in Section 9.4.1.1.

6.21 CONTRACTOR shall introduce Participant to the website www.ilponline.org for resources and other opportunities.

6.22 CONTRACTOR shall attend the DCFS-placed Participant's 90-day Transition Conference to assist regional staff in planning for Participant's transition from THP+FC.

6.23 CONTRACTOR shall follow any COUNTY established protocols relative to the implementation of Assembly Bill 12.

6.24 CONTRACTOR shall provide supportive services to assist Participant in maintaining his/her AB 12/EFC participation condition.

6.25 CONTRACTOR shall continuously monitor Participant's AB12/EFC eligibility and notify CSW/DPO and CPM whenever there is a change in the Participants AB12/EFC participation condition. However, the COUNTY will make the ultimate determination regarding a Participant's AB12/EFC eligibility and how this impacts the Participant's eligibility to remain in the THP+FC.

6.26 CONTRACTOR shall notify CPM when accepting Participants from other counties.

6.27 CONTRACTOR shall not accept any THP+FC Participant for placement without CPM written authorization.

7.0 TARGET POPULATIONS

Participants in THP+FC are NMD who meet the criteria as listed below and have been deemed eligible by the COUNTY to participate in the THP+FC program. The COUNTY shall refer to CONTRACTOR, eligible THP+FC Participants who would benefit from living in an independent living environment with training to assist them in adjusting to independent living upon transition from foster care.

7.1 CONTRACTOR shall provide units to accommodate youth who are pregnant and/or parenting; identify as LGBTQ (Lesbian, Gay, Bisexual, Transgender and Questioning), have physical disabilities and/or managed mental health concerns.

7.2 CONTRACTOR may not discriminate against THP+FC Participants based on race, gender, parental status, sexual orientation or disability.

7.3 CONTRACTOR may not deny any applicant who has completed a sexual offender program based solely on the prior offense.

7.4 Population to be served – Only those youth who meet the following criteria are eligible to participate in the COUNTY THP+FC Program.

7.4.1 Non-Minor Dependents who meet one or more of the following participation conditions:

a) Completing high school or an equivalent program
b) Enrolled in college or vocational education
c) Participating in a program designed to promote or remove barriers to employment
d) Employed for at least 80 hours per month or
e) Is incapable of enrollment in school or employment due to a documented medical condition

AND

1 Current court dependents
2 Eligible for participation in ILP
3 Are age 18 through 20 (up to, but not including, 21)
4 Maintain a substance-free lifestyle

7.5 Participants may remain it the program for up to 36 months as long as he/she meets the eligibility criteria described above.

7.6 Youth who are currently married, in the military or incarcerated are not eligible for AB 12/EFC and will not be considered for placement in the THP+FC.

8.0 REFERRAL AND SCREENING PROCESS

The COUNTY reserves the right to change the referral and screening process based on the needs of the THP+FC.

8.1 Identified applicants shall be invited to interview for placement in the THP+FC.

8.2 The interview shall consist of the applicant, his/her CSW/DPO and the THP+FC Review Committee (TRC).

8.3 The TRC includes the CPM or his/her designee, CONTRACTOR and the ILP TC.

8.4 If the ILP TC cannot attend the interview, CPM may forward the applicant's eligibility documents to the ILP TC for review and input.

8.5 If the TRC determines the applicant is appropriate for participation in the THP+FC, CONTRACTOR shall follow the guidelines in Section 8.0.

8.6 Youth may participate in the THP+FC with the permission of the ILP Transition Coordinator (TC) and the CSW/DPO. Only the CSW/DPO or ILP TC may initiate a referral to the THP+FC.

8.7 Referrals are screened by the CPM or his/her designee(s). The CSW/DPO shall provide the following documents to the CPM to determine if the youth meets the eligibility criteria of the THP+FC.

a) THP+FC Application
b) Current Quarterly report from group home or letter from other placement (relative placement or foster home)
c) Current psychological evaluation, if applicable
d) Current Status, or Judicial Review/Court Report, including the TILP, the Case Plan/Case Plan update, and Needs and Services Plan
e) Copy of the Individualized Educational Plan (IEP), if applicable
f) Copy of the Participant's last report card from Participant's high school
g) Copy of the Participant's high school, college or vocational transcripts
h) A reference letter from the school counselor on school letterhead, outlining the Participant's anticipated graduation date, the number of credits earned, results of the CAHSEE and the number of credits and courses needed to satisfy the graduation requirements, or copy of High School Diploma/GED certificate
i) A reference letter of approval by the CSW/DPO
j) Any other requested document deemed necessary to ensure a full and fair evaluation
k) Six–Month Certification Of Extended Foster Care Participation SOC 161
l) Mutual Agreement For Extended Foster Care – SOC 162 or Voluntary Re-Entry Agreement For Extended Foster Care – SOC 163
m) Current Juvenile Court minute order

8.8 CPM shall have the discretion to decide if all of the above documents are needed to determine eligibility

8.9 CPM or his or her designee will assess the youth's strengths and needs by completing a Background Summary (Exhibit A-33). This instrument shall be used at the initial THP+FC interview. The topics include, but are not limited to, the following areas:

a) Background – delinquency history, substance abuse, and family relationship and status
b) Adjustment to Placement – Placement history, completion of chores, curfew, interaction with peers and staff
c) CSW/DPO Assessment – letter regarding the youth
d) Employment – work history
e) Visitation Plan – Parents, siblings and adult plan
f) Counseling – Behavioral health needs and status

g) Medication/Medical – Physical health needs and status
h) ILP/ITSP – date of completion for ILP classes or ITSP
i) Education – educational needs and status
j) Interests – hobbies, activities
k) Future plans – career goals, college, vocational training
l) Special Incidents – Conduct in placements, school and public
m) Concerns – Behavior, attitude and criminal behavior

8.10 The Participant shall not be asked to change schools unless it is a continuation school. Participants are referred to the THP+FC agency closest to their school, or the agency that is able to meet the youth's case plan needs.

8.11 CONTRACTOR has the option to conduct a pre-placement orientation and interview with the THP+FC Participant and CSW/DPO. If the Participant and CSW/DPO agree to consider placement with the CONTRACTOR, the CONTRACTOR will schedule a site visit for the Participant and the CSW/DPO prior to placement. The orientation and site visit may occur simultaneously.

8.12 CONTRACTOR shall conduct a Pre-Placement Appraisal for all NMD that includes, but is not limited to the following:

a) Confirmation that the NMD does not pose a threat to children in the THPP (if applicable)
b) Overall health and history, including any dietary limitations, currently prescribed medications and major illnesses, accidents, hospitalizations, or surgery
c) Physical and developmental disabilities
d) Mental health issues and diagnosis
e) Social factors, including likes, dislikes, interests and activities
f) The ability of the THP+FC to meet the needs of the NMD

8.13 Within five business days, CONTRACTOR shall provide to CPM a written Pre-Placement Appraisal that summarizes the assessment of the areas described above. CONTRACTOR may conduct Pre-Placement Appraisal while interviewing applicant for participation in THP+FC.

8.14 Immediately after the orientation, interview and/or Unit site visit, the CONTRACTOR shall verbally notify the CPM if it is determined that a placement would be suitable for the Participant and CSW/DPO and the Participant agree with the placement.

8.15 Within five business days following verbal notification, and at least five business days prior to the date of placement, CONTRACTOR shall confirm the suitability of the placement in writing to the CPM by submitting a completed Placement Information and Authorization Form (Exhibit A-4) along with a current Certificate of Compliance~~, CCLD approval for Remote Site~~

~~placement, proof of renter's insurance~~ and a fire clearance if the Participant and/or his/her children are non-ambulatory.

8.16 CONTRACTOR shall file the Placement Information and Authorization Form in the TPRF within one business day of receiving completed form from CPM.

8.17 CONTRACTOR shall not accept any Participant for placement without prior written authorization from the CPM. CPM shall have the sole discretion to determine if written authorization is needed prior to youth being accepted for placement. If CONTRACTOR accepts a placement and/or places a Participant in THP+FC without prior written authorization from the CPM, the COUNTY may terminate this Contract.

8.18 If the Participant decides not to accept placement with CONTRACTOR, CONTRACTOR shall notify CPM (via phone call or email) within one business day and refer the Participant back to CPM.

8.19 Upon placement of each THP+FC Participant, CONTRACTOR shall complete and sign a Unit Verification Form, (Exhibit A-5), and complete a Furniture Inventory Form (Exhibit A-6) signed by the Participant and CONTRACTOR annotating the items that the Participant shall take with him/her upon transition. The forms shall be filed in the TPRF within one (1) business day following placement and be available upon request to the CPM.

8.20 Upon placement, CONTRACTOR shall complete a Participant Occupancy Form (Exhibit A-7) and file it in the TPRF within one business day following placement. The Participant's Occupancy form shall be available at all times for review by COUNTY and CPM upon request and a copy must be retained by CONTRACTOR for a minimum of five (5) years from the date of the THP+FC Participant's placement.

8.21 Upon placement, CONTRACTOR and THP+FC Participant shall sign and date an admission agreement as specified in Title 22 Section 80068 (Exhibit A-2).

8.22 Upon placement, CONTRACTOR, THP+FC Participant and CSW/DPO shall read the Contract Regarding Participant's and Provider's Rights and Responsibilities (Exhibit A-35). All parties shall sign and date the contract indicating agreement to their rights and responsibilities. The CONTRACTOR shall provide a copy of the contract to all parties. A copy shall be placed in the participant's TPRF.

8.23 CONTRACTOR shall not accept referrals from other THPP or THP+FC Providers for THP+FC Participants.

8.24 CONTRACTOR shall not refer THP+FC Participants to another THP+FC Provider under any circumstances.

8.25 CONTRACTOR shall not accept court ordered THP+FC Participants who have not been properly referred and screened by the CPM and THP+FC Review Committee.

8.26 Only the COUNTY has the authority to approve or refer and place THP+FC Participants. CONTRACTOR shall obtain written approval from the CPM prior to any changes being made in the placement of a THP+FC Participant.

8.27 CONTRACTOR shall provide Participant with information on what to do if he/she believes he/she has been abused or mistreated (by staff, other Participants, etc.) and who to contact (CSW/DPO, law enforcement, CCLD, attorneys, CPHL, etc.) and the telephone numbers for the contact person(s).

8.28 CONTRACTOR shall ~~abide by DCFS policy regarding the release of~~ sign DCFS 4389 prior to receiving Participant's case records (Exhibit A-3).

9.0 SCOPE OF WORK

9.1 Orientation Procedures

9.1.1 CONTRACTOR shall design a written orientation plan and submit it to the CPM for approval prior to accepting a THP+FC placement under this Contract.

9.1.2 The orientation plan shall indicate CONTRACTOR'S specific procedures and requirements for all THP+FC Participants.

9.1.3 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, participation in the ILP program, and disaster/emergency plan.

9.1.4 A copy of the written orientation plan shall be available upon demand by CPM.

9.1.5 At the time of initial placement, the CONTRACTOR shall provide each THP+FC Participant, in the presence of the CSW/DPO, a full orientation based on its written orientation plan.

9.1.6 A written copy of the procedures, rules and regulations shall also be provided to the THP+FC Participant and CSW/DPO.

9.1.7 Participant shall complete, sign and date the Mandatory Orientation Checklist (Exhibit A-8) at time of initial placement. CSW/DPO shall

sign and date the Mandatory Orientation checklist verifying that copies of policy/procedures were received by and explained to Participant by CONTRACTOR. Within one (1) business day following placement, CONTRACTOR shall file the original Mandatory Orientation Checklist in the Participant's THP+FC Record Folder and provide a copy to the Participant.

9.1.8 CONTRACTOR shall give each THP+FC Participant, the CPM contact information, a copy of the Foster Youth Bill of Rights (Exhibit A-9) and Personal Rights (Exhibit A-10), Legal Rights of Teens in Out of Home Care (Exhibit A-32) along with Grievance/Complaint Procedures at the orientation.

9.2 Client Supervision and Monitoring

9.2.1 CONTRACTOR shall have daily contact as described in Section 6.20 with all THP+FC Participants and shall have in-person/face to face contact at least weekly as described in Section 6.21.

9.2.2 CONTRACTOR shall ensure all THP+FC Participants receive annual medical and dental examinations.

9.2.3 CONTRACTOR is responsible for ensuring that the child(ren) placed with THP+FC Participants receive appropriate medical (and dental, if applicable) care, including immunizations and routine examinations.

9.2.4 CONTRACTOR shall have at least monthly contact with the THP+FC Participant's CSW/DPO.

9.2.5 CONTRACTOR shall be available and comply with all requests from CSW/DPO to meet in person/face to face.

9.2.6 CONTRACTOR~~, upon initial placement of Participants,~~ shall conduct unannounced site checks ~~at least monthly; thereafter, unannounced site checks shall be conducted as warranted~~ when there are concerns regarding the youth's safety and well being.

9.2.7 CONTRACTOR shall respect the Participants' right to privacy and, unless it is an emergency, shall knock and/or ring the door bell before entering any occupied THP+FC Unit.

9.2.8 CONTRACTOR shall not request the CSW/DPO to perform any duties that are the CONTRACTOR's responsibility.

9.3 **Required Supplies, Costs and Services**

9.3.1 Lease/Rental Agreements and Insurance

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements, ~~and renter's insurance policies~~ including any and all payments~~/premiums~~ for each Unit used for THP+FC Participants. ~~CONTRACTOR shall be responsible for all renters' insurance in the amounts as set forth in the body of the Contract, Section 6.0, Insurance Coverage Requirements.~~

~~9.3.1.1 CONTRACTOR shall reimburse THP+FC Participant's for any personal items stolen or damaged (by someone other than the Participant) that would normally be claimable under renter's insurance.~~

9.3.2 Personal Items At Placement

At time of placement, CONTRACTOR shall provide each THP+FC Participant with new full-size/standard size (not travel or promotional/trial size) items listed on the Participant Inventory (Exhibit A-11). The Original ~~Personal~~ Participant Item Inventory shall be placed in the THP+FC Participants Record Folder within one business day following placement.

9.3.2.1 Additionally, CONTRACTOR shall provide appropriate personal hygiene/grooming and first aid items for infants placed with THP+FC Participants.

9.3.2.2 Consideration shall be given to cultural/ethnic needs of each THP+FC Participant when providing personal care items.

9.3.3 Required Furniture

9.3.3.1 CONTRACTOR shall afford the Participants the opportunity to keep their apartment furnishings such as bedroom set, living room furniture and kitchen items.

9.3.3.2 THP+FC roommates shall divide the furnishings if more than one THP+FC Participant successfully completes his/her tenure in the THP+FC at the same time.

9.3.3.3 Upon transition from foster care, each THP+FC Participant shall keep his/her apartment furnishings agreed upon at orientation.

9.3.3.4 CONTRACTOR shall be responsible for replacement/repair of any furniture that is not in good and safe condition within five business days of discovery.

9.3.3.5 Furniture that poses a safety hazard for the Participant and/or Participant's child(ren) shall be repaired/replaced immediately.

9.3.3.6 CONTRACTOR shall ensure that major appliances (refrigerators, stoves, ovens, heating/air conditioning units, etc.) are replaced or repaired within 48 hours of discovery.

9.3.3.7 Appliances that pose a safety/fire hazard for the Participant and/or Participant's child(ren) shall be replaced and/or repaired immediately.

9.3.4 Food

9.3.4.1 CONTRACTOR shall provide a monthly food allowance to ensure that the THP+FC Participant has adequate and nutritious food, including, but not limited to, fresh meats, fish, fresh fruits and vegetables.

9.3.4.2 Upon placement, CONTRACTOR shall supply Participant a variety of nutritious food and beverages to ensure the Participant and his/her child(ren), if applicable, can prepare at least three balanced meals and two-three snacks a day in accordance with California Code of Regulations, Title 22, Section 80076, for at least seven calendar days.

9.3.4.3 However, following placement, Participant shall be solely responsible for purchasing his/her own food and beverages, using his/her monthly allowance.

9.3.4.4 In situations where the Participant does not have sufficient food and/or beverages, CONTRACTOR shall provide supplemental allowance and/or food and/or beverages to meet the regulations as stated above.

9.3.4.5 CONTRACTOR shall provide for nutritious meals, between-meal snacks, food as necessary, and special dietary needs documented in the Needs and Services Plan of a NMD, unless the physician of the NMD advises otherwise.

9.3.4.6 CONTRACTOR shall allow a NMD the opportunity to plan meals, grocery shop and store and prepare food.

9.3.4.7 CONTRACTOR shall allow a NMD access to all meal preparation area, appliances and utensils for meal preparation.

9.3.4.8 CONTRACTOR shall allow a NMD the opportunity to participate in menu planning and meal preparation, but shall not require the NMD to prepare meals for others except his/her child(ren).

9.3.5 Clothing

CONTRACTOR shall ensure that upon placement of a THP+FC Participant, the Participant and his/her child(ren) if applicable, has or shall be provided with at minimum, the age appropriate items listed on the Participant Inventory (Exhibit A-11) or DCFS 2281 (Exhibit A-11a).

9.3.5.1 The Participant Inventory and DCFS 2281 shall be filed in the TPRF within one business day following Placement.

9.3.6 Responsibility for Utility Costs

CONTRACTOR shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THP+FC Unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit.

9.3.7 Telephone/Communications

9.3.7.1 CONTRACTOR shall supply and maintain a minimum of one telephone, and one telephone line, for each Unit and pay for a communications package, including telephone service, unlimited nationwide long distance and internet service, at all times.

9.3.7.2 However, no more than two THP+FC Participants shall share a telephone or telephone line.

9.3.7.3 Each telephone line must be equipped with voice mail or an answering machine so that the Participant can receive messages.

9.3.7.4 CONTRACTOR shall restrict all telephone services, such as *69, 900 calling and receiving collect calls, where there are additional fees for usage.

9.3.7.5 The THP+FC Participant is responsible for any costs above the communication package service costs.

9.3.7.6 CONTRACTOR must include internet service as Participants need access to the internet to do homework, employment searches, etc.

9.3.7.7 CONTRACTOR shall ensure that communications package service is readily accessible to the NMD in the THP+FC Unit.

9.3.7.8 CONTRACTOR shall allow the NMD (at his/her cost) to have a personal landline or cellular telephone service or a personal computer for Internet access in the THP+FC Unit.

9.3.8 Health Related Services/Emergency Medical Care

9.3.8.1 CONTRACTOR shall ensure that THP+FC Participants receive all necessary first aid, medical, dental, vision and mental health care, and related services.

9.3.8.1.1 The Participant is encouraged to participate in individual counseling. The doctor/therapist shall be in the vicinity of the Participant's THP+FC unit, unless the Participant chooses a provider in another location.

9.3.8.2 CONTRACTOR shall ensure that THP+FC employees responsible for providing direct care and supervision of all Participants receive training in CPR and First Aid, and maintain an age appropriate certification in CPR from persons qualified to provide such training.

9.3.8.3 CONTRACTOR shall ensure that THP+FC Participants and their child(ren) residing with them receive training in First Aid and age appropriate CPR from persons qualified to provide such training.

9.3.8.4 CONTRACTOR shall maintain proof of successful completion of training and current certification shall be maintained in the personnel records and TPRF.

9.3.8.5 CONTRACTOR shall assist a NMD with developing the skills necessary for self-sufficiency in obtaining health services as specified in Title 22, Division 6, Chapter 7, Subchapter 1, Section 86178, Responsibility for Providing Care and Supervision.

9.3.8.6 CONTRACTOR shall ensure a NMD has access to first aid supplies appropriate to the needs of the NMD.

9.3.8.6.1 Supplies shall include at least the following:

a) Current edition of a first aid manual approved by the American Red Cross, the American Medical Association or a state or federal health agency

b) Sterile first aid dressings
c) Bandages or roller bandages
d) Adhesive tape
e) Scissors
f) Tweezers
g) Thermometers
h) Antiseptic Solution

9.3.8.7 Upon the request of a NMD with a health condition that requires prescription or nonprescription medication, CONTRACTOR's staff shall assist the NMD with the self-administration of medication and injections if permitted by his/her physician.

9.3.8.8 CONTRACTOR shall ensure that the NMD stores medication and injections in a manner that ensures the safety of other THP+FC Participants and children in the THP+FC Unit.

9.3.8.9 If a NMD cannot determine his/her need for medication, THP+FC staff shall determine the need of the NMD in accordance with medical instructions.

9.3.8.10 In the event a THP+FC Participant and/or his/her child(ren), if applicable, requires emergency medical treatment, the CONTRACTOR shall be responsible for providing the THP+FC Participant (and child(ren), if applicable) transportation.

9.3.8.11 When transporting Participants, CONTRACTOR shall ensure the Participant and his/her children are secured in a safety restraint system in accordance with Vehicle Code Sections 27315(e) and 27360(a).

9.3.9 Monthly Bus Pass

9.3.9.1 CONTRACTOR shall refer all Participants to his/her ILP TC for participation in the MTA Free TAP card program for foster and probation youth.

9.3.9.2 CONTRACTOR shall provide each THP+FC Participant with sufficient funds to purchase a monthly bus pass or joint bus pass to ensure the Participant has access to his/her educational and employment/career/vocational facilities/location(s).

9.3.9.3 If a THP+FC Participant receives a monthly bus pass from his/her CSW/DPO or through the MTA Free TAP card

program, then CONTRACTOR shall deposit all funds designated for "bus pass" on the Monthly Allowance Log to the Participant's savings account.

9.3.9.4 As necessary, CONTRACTOR shall provide Participant the appropriate Student Bus Pass application along with any application and/or required photo fee(s).

9.3.9.5 If the Participant owns an automobile, the designated funds may be provided to him/her for transportation expenses or he/she may opt to have them deposited in his/her savings account.

9.3.10 Monthly Monetary Allowance

The COUNTY reserves the right to increase and/or decrease allowance amounts and to add or delete allowance categories.

9.3.10.1 CONTRACTOR shall provide and issue a minimum monthly monetary allowance in the amount of ~~$420~~ $487 to each THP+FC Participant for (1) food~~ – $150~~, (2) laundry/dry-cleaning~~ – $25~~, (3) toiletries~~ – $15~~, (4) clothing~~ – $50~~, (5) cleaning supplies~~ – $15~~, (6) bus pass~~ – $40~~, (7) recreation~~ – $25~~, (8) savings~~ – $75~~, and (9) miscellaneous items~~ – $25~~. CONTRACTOR shall include the disbursement month for each category ~~The minimum amounts for each category are also listed~~ on the Monthly Allowance Log (Exhibit A-13).

9.3.10.1.1 ~~COUNTY shall provide allowance amounts (not to exceed $420) and categories for Participants placed in Host Family Sites prior to approving Participants for placement.~~ CONTRACTOR shall work with Participant to develop a monthly budget that will help youth determine how much to allocate for each category.

9.3.10.1.1.1 CONTRACTOR shall review and discuss this budget at least monthly for newly placed Participants and at least quarterly thereafter once Participant demonstrates the ability to follow his/her budget.

9.3.10.1.1.2 CONTRACTOR shall assist Participant in revising his/her budget as necessary.

9.3.10.1.2 COUNTY shall provide allowance amounts ~~(not to exceed $420)~~ and categories for Participants placed in Host Family Sites prior to approving Participants for placement.

9.3.10.1.3 CONTRACTOR may increase the minimum allowance amount provided to Participant to include enough funds to pay rent to the CONTRACTOR. However, the rent may not exceed the amount of the additional allowance provided to the Participant.

9.3.10.2 CONTRACTOR shall prorate all monthly monetary allowances listed in the Monthly Allowance Log (Exhibit A-13) for Participants served less than a full month. The pro rata payment will be calculated by multiplying the monthly allowance by a fraction, where the number of days the Participant was actually served is the numerator and the number of days in the month is the denominator.

9.3.10.3 Each Participant's allowance will begin to accumulate from date of entry. CONTRACTOR shall maintain sufficient documentation to support the formula used to allocate monthly allowance for each Participant, such as recording dates of entry and exit.

9.3.10.4 Fines charged to the THP+FC Participant, if any, shall be recorded on the Monthly Allowance Log including the instance of occurrence (such as 1st instance), a description of the finable offense and the amount of the fine.

9.3.10.5 CONTRACTOR shall also keep a separate and cumulative record of all fines collected on a Monthly Fines Log (Exhibit A-12).

9.3.10.5.1 The record shall include but not be limited to the name of the participant, a description of the offense, the instance of the offense, the date of the offense and the date and amount of fine(s) collected.

9.3.10.5.2 Fines are limited to telephone costs above the basic telephone service costs and destruction of property in the THP+FC unit.

9.3.10.5.3 A large bill shall be deducted from the THP+FC allowance gradually and not all at once.

9.3.10.6 CONTRACTOR shall complete with Participant a Monthly Allowance Log for each Participant and file it in the TPRF by the first business day of the following month.

9.3.10.6.1 Each THP+FC Participant must date and sign the Monthly Allowance Log each month acknowledging the amount received. A copy shall be sent to the CPM each month by the 15th of the following month.

9.3.10.7 CONTRACTOR shall issue Participant's monthly allowance by the 2nd and 17th of each month.

9.3.10.7.1 In the event these days fall on a weekend or holiday, CONTRACTOR shall provide allowance on the prior business day.

9.3.10.7.2 CONTRACTOR shall issue each Participant's allowance directly to Participant in cash ~~or provide in the form of a check.~~ , check or pre-paid debit card. The pre-paid debit card shall not have any fees charged to the youth or depreciate in value due to non-use. The youth shall be afforded the opportunity to confirm the amount on the card prior to signing the allowance log. Bank accounts for Participants are to be insured by the Federal Deposit Insurance Corporation (FDIC).

9.3.10.7.3 CONTRACTOR shall ensure that the savings account of the Participant's choice is an interest bearing account.

9.3.10.7.4 Upon exiting the program, the CONTRACTOR shall provide to the Participant all actual interest earned from the savings account, including an ending statement which details all interest earned.

9.3.10.7.5 CONTRACTOR must provide a monthly Savings Ledger (Exhibit A-13a) for each THP+FC Participant to CPM each month by the 15th of the following month.

9.3.10.8 CONTRACTOR shall assist each THP+FC Participant in establishing an interest bearing savings account at a FDIC insured institution of the Participant's choice.

9.3.10.9 Except for monthly pre-paid telephone cards or pre-paid telephone calling plans, or as noted in Section 9.3.10.7,

CONTRACTOR shall not under any circumstances substitute non-monetary allowance items as replacements for monetary allowances due to the Participant. Such non-monetary items include but are not limited to, pre-paid food cards, gift certificates, money orders, food/clothing vouchers, retail gift cards and retail gift certificate or vouchers.

9.3.10.9.1 Non-compliance by CONTRACTOR with this provision shall be considered a material breach of this Contract.

9.3.10.10 CONTRACTOR shall require THP+FC Participants to provide receipts for ~~purchases made with their allowance for all items listed on the Monthly Allowance Log~~ food, clothing, toiletries and cleaning supplies purchased with their allowance.

9.3.10.10.1 In addition, each Participant shall remit the amount of any costs above the communication package service costs.

9.3.10.10.2 A copy of each month's receipt for the telephone bill, signed by the CONTRACTOR, shall be placed in the THP+FC Participant Record Folder.

9.3.10.11 CONTRACTOR shall review and sign all receipts.

9.3.10.12 In the event a Participant purchases disallowed items and/or does not provide all necessary receipts, CONTRACTOR shall conference with the youth. In subsequent instances where the Participant fails to abide by these requirements, the CONTRACTOR shall convene another conference and include the Participant's CSW/DPO. If this becomes a frequent and ongoing issue for the Participant, CONTRACTOR shall complete a Special Incident Report and schedule a stabilization meeting for the Participant.

9.3.10.12.1 CONTRACTOR may reduce the Participant's allowance up to $50 per month each month that the Participant is out of compliance with Section 9.3.10.12. All monies deducted must be added to the Participant's savings account.

9.3.10.13 CONTRACTOR shall notify CSW/DPO and CPM of stabilization meeting and provide an opportunity for them to attend.

9.3.10.14 CONTRACTOR shall not require Participant to use his/her allowance to purchase or pay for items that CONTRACTOR is responsible to provide except for any costs above the communications package service costs.

9.3.11 Recreation

9.3.11.1 CONTRACTOR shall ensure that each THP+FC Participant has resources, such as information on free community events of interest to the Participant and the opportunity for regular leisure time, rest/exercise, and informal daily recreational activities, such as appropriate reading material, games, television (with basic cable or a digital antennae), radio, and VCR/DVD, etc.

9.3.11.2 CONTRACTOR shall ~~provide Participant, including transportation and admission, with at least monthly activities~~ schedule regular recreational activities, such as outings to the park, beach, movies, sporting events, concerts, cultural events, community events ~~and other forms of recreation~~, etc. for the Participant, at least monthly.

9.3.11.3 CONTRACTOR shall keep a separate and cumulative record of all recreational activities provided. The record shall include, but not be limited to, the name of the Participant, a description of the activity, the date of the activity and the amount CONTRACTOR provided for admission. This log should be made available to CPM upon request.

9.3.12 Transportation

9.3.12.1 CONTRACTOR shall be responsible for transportation to mandatory DCFS/Probation events. When transporting Participants, CONTRACTOR shall ensure that Participants and his/her child(ren) are secured in a safety restraint system in accordance with Vehicle Code Section 27315(e) and 27360(a).

9.3.12.2 Unless other arrangements are specified in the Transitional Independent Living Plan for a NMD, the CONTRACTOR shall permit the NMD to arrange for his/her own transportation.

9.3.12.3 A NMD may, but shall not be required to, provide transportation to others in accordance with current driving laws.

9.3.12.4 If the CONTRACTOR provides transportation to a NMD at the request of the NMD, the CONTRACTOR shall ensure that persons who transport a NMD use vehicles that are in safe operating condition.

9.3.13 Housing

9.3.13.1 CONTRACTOR shall work diligently with CSW/DPO and ensure that each THP+FC Participant has secured affordable housing prior to transition from foster care in accordance with Participant's TILP.

9.3.13.1.1 For each subsequent year, the number of Participants transitioning to affordable housing shall be ~~10~~ ten percent higher than the previous year.

9.3.13.2 CONTRACTOR shall work diligently with CSW/DPO and THP+FC Participants to ensure that Participants have the opportunity to transition to a Supervised Independent Living Placement (SILP) upon completion of THP+FC.

9.3.13.2.1 For each subsequent year, the number of Participants transitioning to SILP shall be 10 percent higher than the previous year.

9.3.13.3 CONTRACTOR shall provide the opportunity for THP+FC Participants to transition in place and remain in their current apartments upon completion of THP+FC.

9.3.13.3.1 For each subsequent year, the number of Participants transitioning in place shall be ~~10~~ ten percent higher than the previous year.

9.3.14 Dating

Dating is allowed as long as it doesn't interfere with program compliance and the program rules and regulations.

9.3.15 Pregnancy and Parenting

Each month, the CONTRACTOR shall provide the Participant at least 75 percent of the infant supplement payment to help pay for basic needs, such as formula, food, medicine, clothing, and diapers, etc.

9.3.15.1 CONTRACTOR shall not terminate Participants solely based on being pregnant and/or parenting.

9.3.15.2 CONTRACTOR shall make all reasonable efforts to retain pregnant and/or parenting Participants in the THP+FC.

9.3.15.3 Expectant and parenting Participants shall be provided services that are specifically targeted at supporting, maintaining, and developing both the parent-child bond and the Participant's ability to provide a permanent and safe home for their child(ren).

9.3.15.4 Participants have the right to make their own decisions regarding family planning and child rearing options.

9.3.15.5 CONTRACTOR shall not impose personal opinions, values or biases regarding family planning and child rearing options upon Participants.

9.3.15.6 CONTRACTOR shall use DCFS' Procedural Guide 0600-507.10, *Foster Youth Reproductive Health and Pregnancy* (Exhibit A-37) as a guide when working with expectant and/or parenting Participants.

9.3.15.7 Parenting Participants, regardless of the dependency status of his/her child, may be eligible for a monthly infant supplement payment (for each child) to assist the CONTRACTOR and Participant in providing supervision and basic needs for the Participant's child(ren).

9.3.15.8 ~~Each month, the CONTRACTOR shall provide the Participant at least 40 percent of the infant supplement payment to help pay for basic needs, such as formula, food, medicine, clothing, and diapers, etc.~~ CONTRACTOR shall be responsible for providing and ensuring the basic needs of the Participant's child(ren) are met.

9.3.15.8.1 CONTRACTOR shall assist the Participant with obtaining basic needs for his/her child(ren), if the infant supplement is insufficient.

~~9.3.15.9 CONTRACTOR shall be responsible for providing and ensuring the basic needs of the Participant's child(ren) are met.~~

9.3.15.9 CONTRACTOR shall provide parenting training to all Participants who are parents.

9.3.15.10 CONTRACTOR shall ensure that all parenting Participants receive age appropriate First Aid and CPR training.

9.3.15.11 CONTRACTOR shall provide and install all safety items to childproof the Units for all parenting Participants.

9.3.15.12 CONTRACTOR shall encourage, support and allow the non-custodial parent to visit (as appropriate) with his/her child(ren) in his/her THP+FC Unit without an adult being present (as appropriate) as long as doing so does not violate court visitation orders.

9.3.15.13 Prior to placement, CONTRACTOR shall make necessary specific provisions, including, but not limited to, alterations to the building and grounds as required to provide protection and assistance and maximize the Participant's potential for self-sufficiency when a Participant and/or Participant's child(ren) is disabled.

9.3.15.14 CONTRACTOR shall provide a new, safe and sturdy bassinet, crib or toddler bed for the Participant's child(ren).

9.3.15.14.1 Crib mattresses shall be clean, comfortable and fit properly in the crib.

9.3.15.14.2 Tiered or stacked cribs and daybeds are not permitted.

9.3.15.14.3 Crib slats shall not pose the danger of an infant/child being trapped and an appropriate bed shall be provided for infants who can climb out of the crib.

9.3.15.14.4 Non-custodial parents shall be responsible for providing the bassinet, crib or bed if overnight visits are requested.

9.4 Required Training

9.4.1 CONTRACTOR shall provide to THP+FC Participant ongoing training in the areas described in this Section 9.4.

9.4.1.1 CONTRACTOR shall provide and youth receive not less than a 60-minute training session on any four subjects described in this Section each month for a minimum of 240 minutes of training conducted each month.

9.4.1.1.1 The minimum minutes of training each month may be reduced in consultation with the youth and CSW/DPO, but must be at least 120 minutes a

month. The discussion with the CSW/DPO must be documented in case file.

9.4.1.2 However, all aspects of any one subject need not be covered in a single training session.

9.4.1.3 All training shall be documented in the Participant Monthly Survey (Exhibit A-21), and attached to the Agency Monthly Report (Exhibit A-27) submitted by the CONTRACTOR.

9.4.2 Training sessions shall be rotated so that all subjects are covered in any 12-month period.

9.4.2.1 Training curricula/lesson plans must be in writing, must be standardized for all Participants, and must be available for audit and inspection by the COUNTY and CPM upon request.

9.4.2.2 The training shall be developed in collaboration with the youth and may be provided in individual or group settings.

9.4.2.3 The training shall be offered in a convenient location for youth taking into account their schedules and transportation needs.

9.4.2.4 However, the actual training conducted may be verbal and shall be conducted by Direct Care staff, Social Work staff, and/or knowledgeable members in the community, such as but not limited to local legal aid organizations, Housing Authority, or financial institution staff, appropriate to the subject matter.

9.4.3 CONTRACTOR shall provide each THP+FC Participant written instructions/information for each training session and CONTRACTOR shall also include “hands-on”, practical training (i.e. opening a bank account).

9.4.4 CONTRACTOR shall provide additional monthly training/support for Participants that are deficient in any areas identified by the CSW/DPO, THP+FC Review Committee, CPM and/or THP+FC Participant.

9.4.5 CONTRACTOR is responsible for ensuring the Participant achieves the goals in the TILP.

9.4.6 Additional training shall ensure the Participant is no longer deficient in these areas. The training received shall be filed in the TPRF.

9.4.7 CONTRACTOR shall provide each THP+FC Participant with a 5-inch, 3-ring binder with tab dividers to categorize written training instructions/information.

9.4.8 CONTRACTOR must also keep records on who administered the training, credentials (if appropriate), length of training, date of training, and verification of attendance (attendance roster) and place this information in each THP+FC Participants TPRF.

9.4.9 Money Management/Financial Literacy Skills Training

9.4.9.1 Training shall include, but not be limited to, the following topics: (1) Credit: what it is, how to get it, how to keep it, how to get a credit report, etc.; (2) consumer information; (3) budgeting; (4) entertainment costs; (5) consumer fraud and scams; (6) income taxes, including information on the Earned Income Tax Credit (EITC); (7) financing items, loans and computing interest; (8) educational/vocational loans and grants; (9) life/health insurance and retirement funds and information about purchasing U.S. savings bonds; (10) property rental; (11) purchasing property; and (12) purchasing an automobile.

9.4.9.2 CONTRACTOR shall develop ~~and maintain an in-house banking system~~ a training designed to provide THP+FC Participant with "hands-on" experience in managing checking/savings accounts, budgeting time and money, and how to make timely payments of financial obligations.

~~9.4.9.2.1 The system shall include simulated checks and a ledger to train THP+FC Participant how to budget for living expenses such as rent, utility bills, household maintenance expenses, etc.~~

9.4.9.3 CONTRACTOR shall provide each Participant a copy of the monthly utility bills associated with their Unit, and use the copies as a training tool to enhance the Participant's understanding of what will be expected of them upon transition from foster care, and to understand the importance and benefits of energy conservation.

9.4.9.3.1 Under no circumstances are Participants expected to pay for utilities, except for costs above the communications package service costs associated with their Unit.

9.4.9.3.2 In Single Site models and/or models where there is only one utility meter, CONTRACTOR may use

the combined bill or other bills as part of this training.

9.4.9.4 CONTRACTOR shall refer Participants to the California Department of Consumer Affairs and other free/affordable resources to assist with identity theft, credit repair and/or other issues related to their credit history.

9.4.10 Checking and Savings Accounts

9.4.10.1 CONTRACTOR shall include the nature and types of checking and savings accounts and their benefits, assessing fees for services, and assisting the Participant in actually establishing and managing a savings account(s) at a FDIC insured institution of the Participant's choice. If a Participant requests, CONTRACTOR shall also assist the Participant in establishing a checking account at a FDIC insured institution of the Participant's choice.

9.4.10.2 CONTRACTOR shall assist Participant in establishing a savings account, at a FDIC insured institution of the Participant's choice, for the sole purpose of saving for transition from foster care.

9.4.10.2.1 CONTRACTOR shall encourage Participant to save at least thirty percent (30%) of his/her earnings in this account.

9.4.11 Maintenance of Personal Items

Training shall include how to launder and replace towels, sheets, blankets and bedspreads; how to replace, launder, mend, and dry-clean clothing; and how to effectively manage and replace personal care items such as toothbrush, soap, shampoo, and other items needed for grooming and/or personal hygiene.

9.4.12 Nutrition and Food Management, Storage, and Preparation

9.4.12.1 Training shall include at minimum, proper nutrition, a balanced diet, shopping for food, handling and preparing food for a nutritious and appetizing meal, and health and safety regulations for food storage and preparation, comparison shopping and using coupons.

9.4.12.2 If at any time a Participant and/or his/her child(ren) requires a special diet, the CONTRACTOR shall provide training on preparing meals that meet the Participant's or children special dietary needs.

9.4.13 Unit Upkeep and Maintenance

9.4.13.1 Training shall include information as well as "hands-on" experience on how to properly maintain the Participant's Unit in a safe and clean condition, addressing such tasks as sweeping, mopping, dusting, window cleaning, furniture maintenance, proper maintenance of bathroom and kitchen, and how to safely and effectively use various household cleaners and chemicals.

9.4.13.2 CONTRACTOR shall provide disaster/emergency preparedness training to prepare Participant in case of earthquakes, fire, floods, or other disaster.

9.4.13.3 Participant shall be required to perform all routine chores of maintaining their Unit and will be monitored for compliance by CONTRACTOR.

9.4.14 Legal Rights and Community Resources

Participant shall be informed on their legal rights and responsibilities and the community resources that are available. Topics to be explored will include how to search for an apartment, the landlord/tenant relationship, privacy rights, college and dormitory living, fair housing laws, completing a rental application, legal contracts, health and life insurance and their costs and benefits, and community resources, including social services agencies and the services they provide, legal aid resources, child care and other available community resources.

9.4.15 Education and Career Development

CONTRACTOR shall ensure that Participants who qualify as NMD due to an education participation condition are enrolled in school fulltime, as defined by the educational institution, (HSD/GED) or at least halftime (postsecondary).

9.4.15.1 CONTRACTOR shall allow the Participant access to existing information regarding available vocational and postsecondary educational options, including, but not limited to, the following:

a) Admission criteria for universities, community colleges, trade or vocational schools and financial aid information for these schools;
b) Informational brochures on postsecondary or vocational schools/programs;
c) Campus tours;

d) Internet research on postsecondary or vocational schools/programs, sources of financial aid, independent living skills program offerings, and other local resources to assist youth;
e) School sponsored events promoting postsecondary or vocational school/programs; and
f) Financial aid information, including information about federal, state and school-specific aid, state and school-specific scholarships, grants and loans, as well as aid available specifically to current or former foster youth and contact information for the Student Aid Commission.

9.4.15.2 Upon request of the NMD, CONTRACTOR shall assist the NMD in obtaining the following information including, but not limited to:

a) Requirements for trade, vocational or professional careers
b) Informational brochures on employment-related programs
c) Internet research on trade, vocational, or professional career options
d) Community-sponsored events promoting volunteerism, internships, or employment
e) Salary information for trade, vocational, or professional careers
f) Requirements for participation in transitional housing programs for emancipated youth
g) Requirements for SILP

9.4.15.3 Upon request of the NMD, CONTRACTOR shall assist the NMD with the following steps to attending college:

a) Application for admission
b) Contact with Foster Youth Success Initiative (FYSI) Liaison
c) Financial Aid
d) Participation in Extended Opportunity Programs and Services (EOPS) and Disability Support Programs and Services (DSPS)
e) Assessment
f) College orientation and course planning
g) Enrollment
h) Payment of fees
i) Access to miscellaneous higher education resources
j) Information about academic support, such as Guardian or Renaissance Scholar programs available to foster youth attending college

9.4.15.4 CONTRACTOR shall review Title 22, Division 6, Chapter 7, Section 86072 and 86179 for educational website links.

9.4.16 Employment

CONTRACTOR shall ensure that Participants who qualify as NMD due to an employment participation condition are employed at least 80 hours per month.

9.4.16.1 CONTRACTOR shall provide THP+FC Participant with the skills and experiences to enable him/her to obtain and maintain employment. CONTRACTOR shall encourage Participant to obtain part-time employment.

9.4.16.2 CONTRACTOR shall provide training, information and experiences related to all aspects of employment and assist each Participant to register at the Workforce Investment Act Centers, One Stop Centers or CalJobs or any department sponsored employment initiatives or programs.

9.4.16.3 Training shall include but not be limited to the following: job search methods; interview techniques; dressing for an interview; job retention strategies, time management, prioritizing responsibilities; information on various jobs, their descriptions and requirements; career assessments and information on services available at the local One-Stop Career Center (One-Stop) and CalJobs.

9.4.16.4 Hands-on training shall include, but not be limited to the following: completing a master application; writing/updating a resume; writing a cover letter, participating in mock interviews, and researching a career/vocation that interests Participant and visiting the local One-Stop or Work Source Center.

9.4.16.5 CONTRACTOR shall assist Participant in finding part-time employment, volunteer opportunities, internships or apprentice programs.

9.4.16.6 CONTRACTOR shall contact the DCFS Employment Coordinator at (213) 351-0100 when seeking employment for THP+FC Participants.

9.4.16.7 CONTRACTOR shall clearly document all activities, programs and services sought, received and completed by Participants who qualify as NMD due to participating in a

program or activity designed to promote, or remove barriers to employment participation criteria in Participant folder.

9.4.17 Transportation Training/Automotive Maintenance

Training shall include exploring private and public transportation systems and alternatives. Training topics shall include, but are not limited to: (1) obtaining bus tokens, passes, routing discounts; (2) obtaining a driver's license; (3) purchasing and maintaining new and used cars; (4) obtaining registration/tags and licenses for a car; (5) purchasing car insurance; (6) selling a car, and (7) using light rail, subway, and bus systems throughout Los Angeles County.

9.4.18 Medical and Dental Care Training

Training shall include how to receive adequate medical care while participating in the THP+FC program and after transition. The training shall include, but not be limited to, the following topics:

9.4.18.1 Medi-Cal Card
How to use Medi-Cal including, reactivation and obtaining affordable medical insurance after transition from care.

9.4.18.2 Routine Medical Care
How to access medical care to meet Participant's needs, including identifying a California Children's Health and Disability Prevention (CHDP) program provider/doctor or a doctor who provides CHDP equivalent exams and follow through.

9.4.18.3 Emergency Medical Care
Emergency medical treatment instructions are to be provided to each THP+FC Participant.

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

9.4.18.3.2 For all life-threatening emergencies, the Participants shall be instructed to call 911.

9.4.18.3.3 If the emergency is not life-threatening and occurs before or after regular business hours, DCFS-placed foster Participant shall be informed to call the Child Protection Hotline (1-800-540-4000).

Probation-placed Participant shall be informed to call his/her Probation case manager during business hours.

9.4.18.4 Dental Care/Oral Hygiene Training
Training shall include proper dental and orthodontia care, oral hygiene, how to find a dentist or orthodontist and how to contact a dentist or orthodontist for routine or emergency dental or orthodontia care.

9.4.18.5 Vision
Training shall include proper eye care, including when to contact an optometrist for routine or emergency care.

9.4.18.6 Mental Health
Training shall include understanding mental health concerns, available treatments (i.e. counseling, medication, etc.), how to find a mental health practitioner and how to contact a mental health provider for routine or emergency care.

9.4.18.7 Drug and Alcohol Abuse Awareness and Prevention
Training shall include understanding and recognizing the signs of drug (i.e. illicit, prescription, sniffing, etc.) and alcohol abuse, how to prevent drug and alcohol abuse and how to seek treatment. Training shall also cover available treatment modalities.

9.4.18.8 Safe Sex and Reproductive Health
Training shall cover conventional methods of protection during sexual intercourse, family planning, available resources and how to access services. CONTRACTOR shall use DCFS' Procedural Guide 0600-507.10, *Foster Youth Reproductive Health and Pregnancy* (Exhibit A-37) as a guide.

9.4.18.9 Minor Health Problems Training
Training shall review how to address minor health problems. Training shall include, but not limited to the following: (1) minor physical aches, pains, and illnesses, (2) colds, (3) fevers, and (4) pre-existing conditions not requiring a physician. This training shall not take the place of medical care and the Participant shall be instructed to seek medical care when in doubt as to the health problem or illness.

9.4.18.10 Socialization Skills and Self-Esteem
Training shall include, but not be limited to, socially acceptable behavior and strategies, and social etiquette for

interfacing with the landlord, school counselors, teachers, retailers, and the general public.

9.4.18.10.1 Training shall also include exploring methods to develop self-esteem and cultural awareness, including the development of Participant's skills, talents and knowledge of his/her ancestry.

9.4.19 Permanent Adult Connection

CONTRACTOR shall assist Participants in identifying permanent adult connections (PAC) and encourage ongoing contact between Participant and his/her PAC. If the Participant cannot identify a PAC, CONTRACTOR shall connect Participant with a mentoring program.

9.4.20 Goal Setting Training

Training shall be provided on goal setting and developing objectives to achieve goals that are appropriate to the developmental level of the Participant. Participant shall be encouraged to set goals in such areas as education, career/vocational, and in their personal and social life.

9.4.21 Housing

Training shall include, but not be limited to the following: (1) how to complete a rental application; (2) the importance of good credit; (3) how and when to contact the Los Angeles Housing Authority;(4) Section 8 and low-income housing; (5) areas with rent control; (6) how to be a good tenant; (7) your rights as a tenant; (8) local and Federal programs and subsidies to purchase housing; (9) homeless assistance and programs; (10) transitional housing and (11) SILP.

9.4.22 Prior to transition from foster care, CONTRACTOR shall work with the CSW/DPO to ensure that Participant has secured stable housing.

10.0 REPORTING REQUIREMENTS

10.1 COUNTY reserves the right to change, modify, alter, revise, and create any and all reports at any time during the contract. Further, though some reports are not required on a monthly basis, COUNTY reserves the right to change, modify, alter, revise and/or create new submission guidelines and due date conditions at any time during the contract.

10.2 All reports/documents (Attachment V) are to be mailed to the CPM. CONTRACTOR shall plan accordingly to ensure that CPM receives them by their designated due date. All documents, except those pertaining to entry and exit, are due by the 15th of each month, unless otherwise noted.

10.3 Periodically, CPM or designee may request a document via email or fax and CONTRACTOR shall comply accordingly. All submitted documents must have the appropriate signatures (i.e. youth, agency staff, etc.) and incomplete documents (e.g. missing pages, signatures and/or information) will not be accepted.

10.4 Each Participant must have individual reports, including monthly allowance logs and savings ledgers. Additionally, the savings ledgers must reflect the deposit for the reporting month and the deposits and interest earned for each preceding month.

10.5 **Progress Reports**

10.5.1 Initial Progress Report on Participant

CONTRACTOR shall complete an Initial Progress ~~THP+FC~~ Report (Exhibit A-20) for each Participant in its care within 30 days of the move-in date. The report must be submitted to the CPM and CSW/DPO no later than 45 calendar days from initial placement. A copy shall also be filed in the THP+FC Participant's TPRF no later than 45 calendar days from initial placement. All reports are to be mailed to the CPM and CSW/DPO.

10.5.2 Updated Progress Report on Participant

CONTRACTOR shall complete an Updated Progress Report (Exhibit A-20) for each Participant in its care at the request of the CSW/DPO during any given month. The report shall be completed and submitted to the CPM and CSW/DPO within five business days of the request. The report shall also be filed in the THP+FC Participant's TPRF within five business days of the request. All reports are to be mailed to the CPM.

10.5.2.1 For youth 20.5 and older, the CONTRACTOR shall automatically complete and submit by the 15th of each month an Updated Progress Report (excluding months where a Quarterly Progress Report is due) and list the efforts made each month to assist the youth to transition from the THP+FC.

10.6 **Monthly Reports**

10.6.1 Agency Monthly Report

CONTRACTOR shall complete an Agency Monthly Report (Exhibit A-27) for each month that there are Participants in its program. The report shall have the following documents attached:

- Monthly Fines Log (Exhibit A-12)
- Monthly Allowance Log (Exhibit A-13)
- Monthly Savings Ledger (Exhibit A-13a)
- Participant's Monthly Surveys (Exhibit A-21)
- Declaration of Compliance (A-22)
- Certified Employee/Volunteers Report (A-23)
- Decertification Report (A-24), if applicable

The report shall be mailed to the CPM by the 15th of each month.

10.6.2 Employee/Volunteer Training

10.6.2.1 CONTRACTOR shall complete and submit to the CPM by the 15th of each month a Declaration of Compliance form (Exhibit A-22) each month for each Social Work and Direct Care Staff member, which shall describe all training, if any, completed by the employee during the previous month and include the employee's signature agreeing to comply with all regulations, which apply to this Contract. The Declaration of Compliance must be signed and dated by the CONTRACTOR and employee.

10.6.2.2 Each originally signed Declaration of Compliance form shall be maintained in the CONTRACTOR's personnel records and filed within one business day following completion and shall be available for COUNTY review at all times.

10.6.2.3 All THP+FC personnel shall receive training that includes, but not limited to, providing knowledge of and skill in the following areas:

a) A minimum of one-hour training in the area of child abuse identification and reporting,
b) Training about the characteristics of persons 16-21 years of age placed in long-term foster care, and
c) AB 12/Extended Foster Care

10.6.3 Certified Employees/Volunteers Report

CONTRACTOR shall complete the Certified Employees/Volunteers Report (Exhibit A-23) on a monthly basis and submit a copy to CPM by the 15th of the month. CONTRACTOR shall maintain a copy of each report for five years. The Report shall be filed in CONTRACTOR's personnel files within one business day following completion and available for COUNTY review at all times.

10.6.4 Employee Schedule

10.6.4.1 Upon placement of a THP+FC Participant, CPD shall also complete a monthly Employee Schedule as part of the Certified Employees/Volunteers Report indicating staff available on a 24-hour basis.

10.6.4.2 Upon placement of a THP+FC Participant and by the 15th of every month thereafter that CONTRACTOR has a THP+FC placement, CONTRACTOR shall provide the CPM a schedule of its personnel positions.

10.6.4.3 The schedule shall include all full and part-time paid and volunteer staff positions by job title, including whether each position has direct contact with THP+FC Participants and if the staff has been certified.

10.6.4.4 For each paid position and volunteer position, the schedule shall include a brief job description, total working hours per week and month, and hours per week and month allocated for this program.

10.6.5 Monthly Survey~~s~~ for Each Youth

CONTRACTOR shall attach to the Monthly Agency Report, the Participant~~'s~~ Monthly Survey~~s~~ (Exhibit A-21) completed by each THP+FC Participant. The surveys shall be completed at the beginning of each month for the previous month and must be submitted to the CPM and CSW/DPO on or before the 15th of each month. The ~~THP+FC~~ Participant~~'s~~ Monthly Survey~~s~~ shall be filed in the TPRF within one business day following completion. In the event that the COUNTY automates this survey, CONTRACTOR shall ensure that Participants have online access to complete it.

10.6.6 Monthly Allowance Log and Savings Ledger

10.6.6.1 CONTRACTOR shall complete and submit to the CPM a copy of the Monthly Allowance Log along with copies of receipts. The log shall be sent to the CPM and the CSW/DPO by the 15th of the following month. The original completed Monthly Allowance Log signed by CONTRACTOR and Participant shall be filed in the TPRF by the first business day of the following month and a copy given to the Participant.

10.6.6.2 CONTRACTOR shall attach and include a copy of each Participant's Savings Ledger, detailing the monthly record and total amounts deposited and saved since the first day of placement.

10.7 Quarterly Reports

10.7.1 Quarterly Report~~s~~ on Each Participant

CONTRACTOR shall complete the Quarterly ~~THP+FC~~ Report (Exhibit A-25) on each Participant in its care at any time during the quarter. These reports must be submitted to the CPM and CSW/DPO on or before January 15th, April 15th, July 15th, and October 15th of each calendar year and shall address the previous quarter. The January 15th report shall be for the period of October 1 through December 31. The April 15th report shall be for the period of January 1 through March 31. The July 15th report shall be for the period of April 1 through June 30. The October 15th report shall be for the period of July 1 through September 30. The Reports shall be filed in the TPRF within one business day following completion.

10.7.2 In the instances where the Participant's court date falls 30 days or less prior to the due date of the Quarterly Report, the CONTRACTOR will prepare and submit the Updated Progress Report to the CPM and CSW/DPO. The Updated Progress Report must be submitted to the CPM and CSW/DPO no less than 30 days before the court date in order to allow time for the CSW/DPO to incorporate the information contained in the report into the Participant's Court Report.

10.7.3 The CPD or duly authorized representative **and** the Participant shall sign the Participant's Quarterly Report. The signatures shall be deemed certification that all information and description of services provided is true, accurate, and complete for the specific THP+FC Participant.

10.7.4 Within 15 calendar days of submitting the Quarterly ~~THP+FC~~ Report, CONTRACTOR shall submit a plan to CPM for approval, detailing how the CONTRACTOR will work with the Participant to improve any areas indicated as "poor" on Quarterly ~~THP+FC~~ Report. The approved plan will be submitted to the CSW/DPO within seven calendar days.

10.8 Annual Reports

10.8.1 Annual Report

CONTRACTOR shall complete an Annual Report (Exhibit A-26) describing services provided to all THP+FC Participants in its care during the calendar year. This report shall be due to the CPM and CSW/DPO on January 15th of the year following the year reported on. CONTRACTOR shall file Annual Report by January 15th each year and shall be available for COUNTY review at all times.

10.8.2 The CPD or duly authorized representative **and** the Participant shall sign the Annual report.

10.8.3 CONTRACTOR shall also maintain and provide to CPM data on each Participant in its care during the State Fiscal Year (Oct 1 – Sep 30).

10.9 Special Reports

10.9.1 Employee/Volunteer Decertification

CONTRACTOR must complete and submit the Decertification Report (Exhibit A-24) for any employees/volunteers who have been decertified by the 15th of the following month after decertification occurs. CONTRACTOR shall file reports within one business day following completion in CONTRACTOR's personnel records and shall maintain Decertification Reports and make them available for COUNTY review at all times.

10.9.2 Special Incident Reports

CONTRACTOR shall submit a Special Incident Report~~s~~ to the CPM on an as-needed basis and within the guidelines and time frames specified in the Special Incident Reporting Guide for Transitional Housing Placement Programs. Incidents shall also be documented in the TPRF within one business day following the occurrence. CONTRACTOR shall submit to CPM a Corrective Action Plan within seven calendar days of the incident.

The reportable incidents shall include, but are not limited to, the following:

a) Behavior incidents,
b) Routine injury, illness, or accident,
c) Serious injury, illness, or accident,
d) Death,
e) Unauthorized absence (AWOL),
f) Abuse,
g) Significant changes in facility status or organization, e.g., change in Board of Directors, deaths of CONTRACTOR personnel, legal actions against CONTRACTOR, etc., and
h) Significant incidents that involve the community or physical plant/Unit and may have serious impact on the residents.

10.9.3 Termination Report

10.9.3.1 Upon a Participant's replacement/termination/transition, CONTRACTOR shall prepare and submit a Termination Report to the CSW/DPO and CPM for each THP+FC Participant leaving the program.

10.9.3.2 The termination report shall be submitted within seven calendar days from the date the THP+FC Participant's placement has been terminated.

10.9.3.3 CONTRACTOR's termination report shall be on agency letterhead and include, but not be limited to, a closing summary regarding information documented in the TPRF, the THP+FC program, and the reason for the Participant's termination and any other information required by COUNTY.

10.9.3.4 The termination report shall also include the length of time the Participant was in the program, a list of all paid and/or outstanding fines, final savings amount, copies of any certificates or diplomas earned by Participant and his/her exit destination.

10.9.3.5 CONTRACTOR shall attach a copy of the Participants final savings ledger, exit check and Exit Assessment to the Termination Report.

10.9.4 Special Progress Report to Date

Upon special request by the CPM, the CONTRACTOR shall provide within two (2) business days of the CPM request, a verbal up-to-date report regarding any changes in a THP+FC Participant's progress that has been documented by CONTRACTOR and has been filed in the TPRF since the last written report. The verbal report shall be followed up by an Updated Progress Report and submitted to the CPM and CSW/DPO within five (5) business days of the CPM'S request for a verbal report.

11.0 RECORD KEEPING

CONTRACTOR shall monitor and document in TPRF Participant's progress while in THP+FC. Nothing in this SOW shall be construed to relieve the CONTRACTOR of maintaining supervision over each Participant and monitoring their activities to guide them toward responsible adulthood. Some of the specific types of monitoring shall include, but not be limited to, the following:

11.1 Monitoring of Monthly Allowance

11.1.1 CONTRACTOR shall require THP+FC Participant to provide receipts for food, clothing, cleaning supplies and toiletries purchased ~~purchases~~

~~made~~ with their allowance(s) ~~for all items listed on the Monthly Allowance Log~~, and receipts shall be attached to the Monthly Allowance Log filed in the TPRF.

11.1.2 CONTRACTOR shall review and sign receipts monthly. If a Participant consistently fails to provide receipts and/or purchases disallowed items, CONTRACTOR shall ~~convene a stabilization meeting~~ follow the procedures outlined in Section 9.3.10.12 and 9.3.10.12.1.

11.1.3 In addition, each Participant shall remit the amount of his/her communications package bill, in excess of the provided service amount, monthly from their allowance to CONTRACTOR for payment.

11.2 Monitoring of Participant Clothing Inventory

11.2.1 CONTRACTOR shall monitor at least quarterly, using the Participant Inventory form, to ensure the Participant has adequate, seasonally appropriate clothing. CONTRACTOR shall also make recommendations on replacement of items. Participant Inventory form shall be filed in the TPRF within one business day following each quarterly review.

11.2.2 CONTRACTOR shall ensure that clothing fits properly (not too small or more than two sizes larger than actual measurements indicate). Consideration shall be given for each Participant's special needs (i.e. pregnancy, weight gain or loss).

11.2.3 If clothing is insufficient, in accordance with Participant Inventory form, the CSW/DPO and CPM is to be notified in writing along with a request for supplemental funds. Within five (5) business days of submitting a request for supplemental funds, CONTRACTOR shall submit a plan to the CPM identifying actions that will be taken to ensure that Participant uses his/her Monthly Allowance to maintain sufficient and appropriate clothing.

11.2.4 CONTRACTOR shall ensure that each THP+FC Participant has at least three outfits suitable for employment before transitioning from the THP+FC program. CONTRACTOR shall assist Participant if necessary, in budgeting and purchasing the three required outfits using ~~t~~his/her THP+FC monthly clothing allowance.

11.2.5 When a Participant has his/her child(ren) placed with them, CONTRACTOR shall also be responsible for monitoring Participant's child(ren)'s clothing.

11.3 Monitoring of Personal Items

11.3.1 CONTRACTOR shall monitor at least quarterly, using the Participant Inventory for each THP+FC Participant, to ensure that THP+FC Participant uses his/her allowance to purchase/replace personal care and hygiene items, laundry and cleaning supplies, first aid, and linen items such as towels, sheets, blankets, and bedspreads, when they are worn, torn or frayed beyond repair.

11.3.2 CONTRACTOR shall file each Participant Inventory form, Exhibit A-11, in the TPRF within one business day following each quarterly review.

11.3.3 When Participant is placed with his/her child(ren), CONTRACTOR is responsible for monitoring personal care/hygiene and first aid items required for the care of the child.

11.4 Monitoring of Food Management

CONTRACTOR shall provide a written plan to the CPM within ~~30~~ 10 calendar days of ~~a THP+FC placement~~ execution of this Contract, 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 are met.

11.4.1 The Contractor's plan shall include remedies to supply food if the Participant runs out of food during the month, the plan shall ~~be monetary~~ specify if CONTRACTOR will provide supplemental allowance and/or food and/or beverages to Participant and his/her child(ren).

11.5 Monitoring of Furniture Condition

CONTRACTOR shall use the Furniture Inventory form to monitor the condition of the furniture in each Unit on a quarterly basis as well as when any THP+FC Participant enters or leaves the program and/or Unit.

11.5.1 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.

11.5.2 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 THP+FC Participant.

11.6 Monitoring of Participant's Communications Package Costs

CONTRACTOR is responsible for supplying and maintaining a communications package, inclusive of telephone service, unlimited nationwide long distance and internet service.

11.6.1 THP+FC Participant shall only be responsible for costs beyond the communications package service charge.

11.6.2 Upon ~~THP+FC placement~~ execution of this Contract, CONTRACTOR shall submit a written plan to the CPM describing how it will monitor Participant's communications package usage and payment of Participant's bills.

11.6.3 If a Participant's portion of the communications package is more than the Participant's allowance, a payment plan shall be made for the Participant to reimburse the CONTRACTOR.

11.6.4 THP+FC Participants shall receive a copy of the monthly bill identifying the charges s/he is responsible for prior to remitting payment.

11.6.5 CONTRACTOR shall also file a copy in the Participant's TPRF.

11.7 Monitoring of Chores Related to Unit Upkeep

11.7.1 CONTRACTOR shall ~~maintain and post in the THP+FC Participant's Unit,~~ ensure the Monthly Routine Chores Log (Exhibit A-14) describing chores required for each Participant is posted in the THP+FC Participant's Unit. ~~It~~ This log shall be completed at the initial placement and monthly thereafter.

11.7.2 CONTRACTOR shall monitor completion of chores based on the log. In the event that a Participant has one or more roommate(s), CONTRACTOR shall assist Participants in developing a plan for monthly rotation of chores between/among roommates.

11.7.3 A copy of the Routine Chores Log shall be placed in the TPRF within one business day following Placement or changed/amended as required.

11.8 Monitoring of Medical Treatments, Medications and Therapy.

11.8.1 The CONTRACTOR shall assist Participant with the monitoring of his/her medical treatments, medications and therapy if requested by Participant.

11.8.2 When Participant is placed with his/her child(ren), CONTRACTOR is to follow up with the Participant and ensure that the child(ren) receives timely immunizations and medical care.

11.8.3 The CONTRACTOR shall maintain a Medical Record Folder for each THP+FC Participant. The folder shall include but is not limited to, Medication Disposition Log (Exhibit A-16), copies of all medical information regarding the subject THP+FC Participant, record(s) of medication(s) the THP+FC Participant has received, and Participant's Medication Log (Exhibit A-17) for all medications prescribed. Medication Disposition Log shall be filed in the THP+FC Participants Medical Record Folder within one business day following completion of the prescription of medication from a medical doctor/dentist.

~~11.8.4 Individual and Group Therapy.~~

~~11.8.4.1 The Participant is encouraged to participate in individual counseling. The doctor/therapist shall be in the vicinity of the Participant's THP+FC unit.~~

~~11.8.4.2 Group counseling is mandatory in the THP+FC 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, prevention of homelessness and discouraging substance abuse.~~

11.9 Monitoring of Participant's Educational Progress

CONTRACTOR shall ensure that Participants who qualify as NMD due to an education participation condition are enrolled in school fulltime, as defined by the educational institution, (HSD/GED) or at least halftime (postsecondary).

The following only applies to Participants who are working towards obtaining their high school diploma or GED certificate.

11.9.1 CONTRACTOR shall contact each THP+FC Participant's school counselor ~~on a monthly or weekly basis~~ at least monthly to discuss the Participant's current high school credits and achievement level.

11.9.2 CONTRACTOR shall request assistance from Participant's school teachers in providing appropriate homework and education enrichment activities to assist the Participant in completion of high school requirements and post secondary education planning.

11.9.3 CONTRACTOR shall contact each Participant's school to obtain school records, and place these records in the TPRF. Each THP+FC Participant's school credit record and CONTRACTOR's assessment of the credits shall be available for review by the COUNTY upon request.

11.9.4 To facilitate effective monitoring of Participant's attention to school homework, the CONTRACTOR shall train the Participant on how to

use and maintain a Daily Educational Log (Exhibit A-18) ~~for each THP+FC Participant~~ to indicate how much time ~~each THP+FC Participant~~ he/she spends towards meeting his/her educational goals. ~~and which gives a brief description of specific educational activities in which the Participant is engaged.~~

11.9.5 Educational activities encompass a variety of areas related to the individual needs of the Participant and should build on the Participant's strengths. Some activities may relate to completion of homework, leadership training, volunteering in the community, participating in school based organizations/unions/clubs, improvement in school achievement, improvement in school attendance/behavior, etc.

11.9.6 CONTRACTOR shall also ensure that each THP+FC Participant is properly represented by CONTRACTOR's Social Work and/or Direct Care staff responsible for the Participant in school-parent meetings, open houses, etc. in accordance with the educational case plan developed by CSW/DPO.

11.9.7 The Daily Educational Log shall be placed in the TPRF by the first business day of the following week the Daily Educational Log was completed.

11.9.8 CONTRACTOR shall also ensure that the needs of the THP+FC Participant are met as defined in the THP+FC Participant case plan.

11.9.9 CONTRACTOR shall ~~monitor to ensure that~~ encourage each THP+FC Participant to spend~~s~~ at least two hours each day including weekends, if necessary, to complete homework assigned by the Participant's school.

11.9.10 CONTRACTOR shall provide resources for tutoring and/or a mentor for each THP+FC Participant and ensure to the extent feasible that the Participant maintains at least a "C" grade point average while attending school.

CONTRACTOR shall provide the above assistance, to Participants who are experiencing academic challenges/difficulties and, if requested, to Participants who are attending postsecondary institutions.

11.10 Disciplinary Measure

The CONTRACTOR shall not subject THP+FC Participants to physical or unusual punishment, humiliation and mental abuse.

11.10.1 The THP+FC Participant shall be responsible for costs above the communications package service costs and destruction of property associated with his/her unit.

11.11 Discharge and Removal of a Participant

Unless a THP+FC Participant is at risk or a risk to others or in imminent danger, CONTRACTOR shall use due diligence to stabilize the situation that might lead to the discharge of a Participant from the THP+FC program.

11.11.1 CONTRACTOR shall verbally notify the CPM and CSW/DPO immediately if CONTRACTOR feels an emergent discharge of a THP+FC Participant is necessary.

11.11.2 CONTRACTOR shall document in the TPRF 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 stabilization meeting.

11.11.3 The CONTRACTOR shall notify the CPM, CSW/DPO and THP+FC Participant to engage in the meeting. The COUNTY and CONTRACTOR shall agree on the outcome or resolution to the problem.

11.11.4 CONTRACTOR shall submit a written follow-up of the agreed upon outcome to the CSW/DPO, and CPM within five business days after resolution of the situation.

11.11.5 If the CONTRACTOR determines that the situation can not be resolved or that the THP+FC Participant cannot be stabilized, CONTRACTOR shall contact CPM explaining efforts made to stabilize Participant to prevent loss of placement.

11.11.6 If CPM agrees that the situation cannot be resolved, CONTRACTOR shall provide a seven day written notice to the CSW/DPO and CPM stating the Participant must be removed from the premises before the seven calendar days have expired.

11.11.7 The notice shall be in accordance with the Special Incident Reporting Guide for THPP (Exhibit A-19), attached hereto and incorporated by reference.

11.11.8 If the CPM disagrees with the CONTRACTOR to provide a seven day notice, a stabilization meeting shall be scheduled with the CPM, Participant, CSW/DPO and CONTRACTOR to ascertain if the placement can be maintained under specific conditions.

11.11.9 Participants should be included in these meetings, when possible, to provide input.

11.11.10 CONTRACTOR shall contact the appropriate agency listed below if CONTRACTOR determines that a removal must occur after normal working hours (8:00 A.M. to 5:00 P.M. Monday through Friday) or on COUNTY holidays.

a) For THP+FC foster Participant: Child Protection Hotline at (800) 540-4000.

b) For THP+FC probation Participant: CONTRACTOR must call the closest Juvenile Hall:
   - Sylmar (818) 364-2011
   - Los Angeles (323) 226-8611
   - Downey (562) 940-8681

11.11.11 CONTRACTOR shall also immediately notify the CPM and CSW/DPO when Participant needs to be removed after hours and/or on COUNTY observed holidays.

11.12 The CPM will provide the CONTRACTOR a list of holidays observed by COUNTY upon execution of this Contract.

11.13 If a Participant becomes incarcerated while placed in the program, CONTRACTOR shall notify CSW/DPO immediately. Further, should Participant remain incarcerated beyond the arraignment hearing, CONTRACTOR shall consult with CPM regarding terminating Participant from program.

11.14 <u>CONTRACTOR'S Employee and Volunteer Records</u>

11.14.1 CONTRACTOR shall maintain and retain records on each Certified employee/volunteer described herein and as required by CDSS/CCLD in accordance with, but not limited to, Title 22, Division 6, Chapter 7, Section 88066.

11.14.2 Such records shall include, but are not limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR employee certification, and CONTRACTOR admission agreements.

11.14.3 COUNTY may require CONTRACTOR to maintain and retain additional records, as COUNTY deems necessary.

11.14.4 For each employee/volunteer, CONTRACTOR shall maintain verification of fingerprinting clearances, Child Abuse Index clearance, and CONTRACTOR employee certification for all employee/volunteers that have direct contact with any THP+FC Participant.

11.14.5 CONTRACTOR shall maintain documentation of all completed education and experience requirements in staff's personnel file including a copy of all staff's resumes and credentials verifying previous employment and educational background.

11.14.6 Copies of all CONTRACTOR employees/volunteers resumes and certifications shall be delivered to CPM prior to execution of this Contract. The copies shall be accompanied with a cover letter specifying the THP+FC program as the program type, the agency's name, address, and a contact person.

11.14.7 In the event a change of staff occurs, CONTRACTOR shall notify CPM in writing and shall submit new employees/volunteers resumes and certifications to CPM upon hiring and prior to new staff having direct contact with any THP+FC Participant.

11.14.8 Copies of annual training records and performance evaluations shall be available upon demand by CPM.

11.15 CONTRACTORS Annual License/Certificates of Compliance

11.15.1 CONTRACTOR is required to have a valid CCL license and Certificate of Compliance in effect at all times.

11.15.2 CONTRACTOR shall be solely responsible for any application processing or annual fees required for obtaining and maintaining a valid THP + FC license and Certificate of Compliance.

11.15.3 In accordance with CCR, Title 22, section 86030.5, a licensed transitional housing placement provider must complete and sign a Certificate of Compliance for each single living unit ensuring each unit meets the requirements of Health and Safety Code section 1501(b)(5).

11.15.4 A copy of the Certificate of Compliance for each living unit shall be kept in the administrative office records maintained by the CONTRACTOR. A Certificate of Compliance is not transferrable to any other living unit and shall be void upon a change of location or under emergency conditions.

11.15.5 CONTRACTOR shall maintain copies of each Certificate of Compliance in the CONTRACTOR Administrative Office, to be available for review/inspection by COUNTY.

11.15.6 CONTRACTOR shall maintain copies of Certificates in Sub-Administrative Office(s) and/or Staff Residential Unit, if applicable, for review/inspection by COUNTY.

11.15.7 CONTRACTOR shall submit a copy of their agency's valid THP+FC license obtained from CCLD within 15 calendar days from receipt of annual THP+FC license to COUNTY'S Program Manager.

11.15.8 CONTRACTOR shall also submit a copy of a THP+FC license received as a result of a change in location and/or capacity within one business day from its receipt.

11.15.9 CONTRACTOR shall maintain and post their current THP+FC license and Certificate of Compliance in a prominent, publicly assessable location in the administrative and sub-administrative office(s) of the licensee, as well as ensure that a copy is retained in the THP+FC Staff Residential Unit(s) if applicable.

11.15.10 CONTRACTOR shall notify CCLD and CPM in writing when a THP+FC Participant living Unit is approved for use, and when a THP+FC Unit is no longer being used. This notification must be provided within seven calendar days of the change.

11.15.11 CONTRACTOR shall provide CCLD and CPM with a list of all current addresses and telephone numbers of all THP+FC Participant living Units and THP+FC Staff Residential Units.

11.15.12 CONTRACTOR shall provide this list upon execution of this Contract and thereafter, quarterly (Jan 15th, Apr 15th, Jul 15th and Oct 15th) or whenever a change is made.

~~11.15.13 CONTRACTOR shall provide CCLD Remote Site approval to CPM prior to relocating any Participants.~~

11.16 Fire Clearance

11.16.1 CONTRACTOR shall secure and maintain for each THP+FC Unit any fire clearance required and approved by the fire authority having jurisdiction.

11.16.2 CONTRACTOR shall provide copies of clearances to CPM five business days prior to placement of any THP+FC Participant.

11.16.3 CONTRACTOR shall secure and maintain a fire clearance for any THP+FC Unit prior to placement of a non-ambulatory individual. A non-ambulatory individual may include THP+FC Participants and/or their child(ren).

11.16.4 CONTRACTOR shall provide proof of fire clearance to CPM along with CONTRACTOR Placement Information and Authorization Form as described in the Statement of Work.

11.17 Renter's Insurance and Rental/Lease Agreements

CONTRACTOR shall maintain copies of ~~renter's insurance and~~ rental/lease agreement for each THP+FC 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 THP+FC Participant is placed and retained by the CONTRACTOR for a minimum of five (5) years as specified Part II: Standard Terms and Conditions, Section 46.0, Record Retention and Inspection/Audit Settlement, subsection 46.5, from the initial date of the THP+FC Participant's placement.

11.18 THP+FC Participant Record Folder (TPRF)

11.18.1 CONTRACTOR shall maintain an accurate, complete, and up-to-date TPRF on each THP+FC Participant as required by California Code of Regulations, Title 22 and COUNTY requirements as described herein. These records shall be available for review by the COUNTY at all times.

11.18.2 The TPRF shall include, but not limited to, the following:

a) Form 4389, Declaration in Support of Access to Juvenile Court Records,
b) Case documents described in Section 5.0 sub-section 5.1 of this SOW,
c) All reports described in this Statement of Work,
d) THP+FC Youth Bill of Rights and Personal Rights as described in ~~paragraph~~ sub-section 9.1.8 signed by CONTRACTOR and THP+FC Participant,
e) Referrals and treatment documents, including diagnostic and case history information, psychological and psychiatric evaluations,
f) School records,
g) Participant's financial records such as allowance logs, fines, earnings, savings ledgers and checking/savings accounts,
h) Diagnostic evaluations and studies,
i) Child interview reports, progress notes (treatment, school, medical, etc.),
j) Notes on services provided by the various professional and paraprofessional staff (treatment, recreation and the transition case plan for THP+FC Participant),
k) Written documentation on verbal (telephone, in-person, etc.) conversations bearing on the Participant's progress and/or special circumstances such as non-routine contact with Participant's school, contact with law enforcement, or Participant's employer. Documentation shall include the date, time, contact person and a summary of the verbal conversation

they have had regarding the THP+FC Participant's progress and/or special circumstances,

l) THP+FC Participant Occupancy Form,
m) First Aid and CPR certification, if appropriate, and
n) Immunization and medical records for Participant's child(ren),
o) SOC 161 and SOC 162 or SOC 163,
p) Any other records that may be required by COUNTY.

All records shall be in sufficient detail to permit the COUNTY to conduct an evaluation of the services provided.

11.18.3 The THP+FC Participant's Occupancy form shall be available at all times for review by COUNTY and CPM upon request and a copy must be retained by CONTACTOR for a minimum of five years from the date of the THP+FC Participant's placement.

11.18.4 The TPRF shall be confidential, kept in a locked file, and made available only to selected CONTRACTOR staff that may require it for case planning.

11.18.5 CONTRACTOR shall follow the procedures in Release of DCFS Case Records to Service Providers (Exhibit A-28) when discussing information in a TPRF. The information released to non-treatment staff shall be limited and focused on the Participant's case planning and facilitation of their progress.

11.18.6 When a NMD permanently leaves the THP+FC placement, CONTRACTOR shall give any original and photocopied records that belong to a NMD to the NMD or to the CSW/DPO.

11.19 Attendance Record Folder

CONTRACTOR shall maintain and update monthly the Attendance Record Folder for all THP+FC Participants. The folder shall include, but not limited to the following information and requirements:

11.19.1 Statistics on the total number of resident days of service provided for the month shall be available for review. The date of placement for a THP+FC Participant is counted as the first day of service. The last date of service provided to a THP+FC Participant shall be defined, as the last full 24-hour day the THP+FC Participant was in residence, not the day the child left the program.

11.19.2 Placement and termination notices shall be available for review. A master list of all placements shall be maintained by the CONTRACTOR, and shall include each THP+FC Participant's name, telephone number, address of Unit, site supervisor, telephone

number of site supervisor, date of placement and date placement was terminated (if applicable).

11.19.3 The Attendance Record Folder shall be made available to the CPM and/or the CSW/DPO immediately upon request.

12.0 PERFORMANCE EVALUATION

12.1 Entry Assessment

Upon placement of a participant, CONTRACTOR shall ensure, each THP+FC Participant completes an Entry Assessment (Exhibit A-29). CONTRACTOR shall immediately file completed Entry Assessment in the TPRF and send a copy to CPM within one business day following placement.

12.2 Progress Assessment

Contractor shall ensure each THP+FC participant shall complete the Casey Life Skills Assessment (Exhibit A-34) within 15 days of admission and every 12 months thereafter to measure the youth's progress in the THP+FC program.

12.2.1 CONTRACTOR shall have the Participant complete the assessment online at (http://lifeskills.casey.org/) and incorporate the assessment results into the Participant's goals and training.

12.2.2 CONTRACTOR shall provide written verification of completion to CPM within 15 calendar days of the assessment.

12.3 Bi-Annual Assessment

12.3.1 CONTRACTOR shall ensure each THP+FC Participant completes a Bi-Annual Assessment (Exhibit A-30) on or about January 1st and July 1st each year that the THP+FC Participant is enrolled in THP+FC.

12.3.2 CONTRACTOR shall file each Bi-Annual Assessment immediately in the TPRF and send a copy to the CPM by the 15th of January and July of each year.

12.4 Exit Assessment

12.4.1 CONTRACTOR shall ensure each THP+FC Participant, when exiting the THP+FC program completes an Exit Assessment (Exhibit A-31).

12.4.2 CONTRACTOR shall attach Exit Assessment to Participant's Termination Report.

12.4.3 CONTRACTOR shall forward to the CPM, within one business day of THP+FC Participant exiting the program, Exit Assessments and any missing assessments. Copies shall be filed immediately in the TPRF.

12.5 Aftercare Follow-up and Tracking

12.5.1 CONTRACTOR shall have a plan to track and maintain contact with THP+FC Participants for two years following the Participant's exit of the THP+FC program.

12.5.2 CONTRACTOR shall submit its Aftercare Follow-Up Plan to CPM within 10 calendar days of the execution of this Contract.

12.5.3 CONTRACTOR shall utilize the Aftercare Contact Form (Exhibit A-36) to track and thoroughly document contact with the former THP+FC Participant.

12.5.4 CONTRACTOR shall contact former Participants at 90 days, 180 days and every six months thereafter up to 24 months.

12.5.5 CONTRACTOR shall document all attempts to contact former Participants, outcome of the attempts and methods used (i.e. telephone, mail, social media, etc.).

12.5.6 CONTRACTOR shall make at least two attempts to contact Participants at each interval.

12.5.7 CONTRACTOR shall offer assistance whenever possible to former THP+FC Participants.

12.5.8 CONTRACTOR shall document the assistance offered and/or provided.

12.5.9 CONTRACTOR shall submit its Aftercare Follow-Up Reports to CPM quarterly (Jan 15th, April 15th, July 15th and Oct 15th).

12.6 Success Stories

12.6.1 On an annual basis and by January 15th of each year, CONTRACTOR shall report to the CPM, in writing and if possible, include additional documentation such as copies of certificates, awards, or newspaper articles, on current/former THP+FC Participants that have achieved personal or professional goals/achievements that the CONTRACTOR may be directly or indirectly responsible for.

12.6.2 Such goals/achievements include, but are not limited to, Participant's acknowledgement for achievements by schools, community recognition/awards or employment recognition, receiving

educational/vocational scholarships, promotions, obtaining a post-secondary or vocational degree/certificate, completing an apprentice program, etc.

12.7 Youth Surveys

CONTRACTOR shall administer youth surveys regarding program performance in collaboration with CPM and youth. The COUNTY in collaboration with CONTRACTORS shall develop a satisfaction survey to be used by Participants.

13.0 QUALITY ASSURANCE AND FAILURE TO PERFORM

13.1 Within ten (10) calendar days following the execution of this Contract, CONTRACTOR shall provide CPM with a Quality Assurance Plan (QAP), which will address how CONTRACTOR will meet all its requirements under this Contract.

13.2 CONTRACTOR shall incorporate the use of Attachment I, Performance Requirements Summary, in its QAP and include a plan to ensure uninterrupted service in the event of a strike by either party's employees or other potential disruption in service.

13.3 CONTRACTOR shall provide a copy of its QAP to the CPM as changes occur, and shall maintain documentation of its scheduled (quarterly or semi-annual) monitoring and evaluation activities.

13.4 CONTRACTOR shall: 1) immediately notify CPM of any difficulty, problem or incidents which may impact or delay the progress or completion of work; and 2) work with CPM to resolve any issues that emerge regarding CONTRACTOR performance and to avoid further problems.

13.5 The CPM or other authorized personnel will monitor CONTRACTOR performance in accordance with Part II, Section 24.0, COUNTY Quality Assurance Plan, of the Contract, and Attachment I, Performance Requirements Summary.

13.6 In the event the COUNTY deems that CONTRACTOR is not meeting its responsibilities contained in this Contract or that CONTRACTOR's work is unacceptable, the CPM shall notify the CONTRACTOR in writing of the improvements needed.

13.7 The CPM may request a Corrective Action Plan. The CPM shall specify the problems that have been identified and the improvements needed, together with a time frame for the CONTRACTOR to take corrective action(s).

13.8 The COUNTY reserves the right to terminate this Contract with the CONTRACTOR for cause if the CONTRACTOR cannot or will not make the

improvements required and/or included in the Corrective Action Plan by the CPM.

13.9 CONTRACTOR shall respond to the CPM in the time period specified, regarding the specific corrective actions the CONTRACTOR has taken.

14.0 PERFORMANCE OUTCOME GOALS

14.1 Safety: Participants shall reside in a safe environment and be free from abuse and neglect.

14.2 Well Being/Self-Sufficiency: Participants will attain increased educational, employment and life skills to maintain their independence after foster care. They will also maintain their NMD participation condition

PART C – SECTION 1.0

PROGRAM OUTCOME SUMMARY - SAFETY

PROGRAM OUTCOME GOALS: Participants shall reside in safe environments and be free from abuse and neglect.

OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
Safe, Clean, appropriately maintained living arrangement.	100% of THP+FC units will be maintained in accordance with Contract expectations	Monthly Participant Survey Unit Verification Form; Apartment Inspections; Technical Reviews; iTracks
Substantiated allegations of abuse and/or neglect	0% substantiated allegations of abuse and/or neglect	CWS/CMS; iTracks
Units approved by CCL and certified by Contractor	100% of all Contractors will have a current and valid THPP license and Certificates of Compliance for each site while providing THP+FC services to the County	CCL Licensing Report/Letter; Certificates of Compliance, Technical Review
Criminal clearances, training and certification for all staff and volunteers	100% of Contractor's staff/volunteers will have background clearances, training, etc. and be approved by CPM prior to having contact with Participants	Employee/Volunteer Report; Declaration of Compliance; Technical Review
Annual medical and dental examinations	100% of Participants will have a current health/education passport	DCFS 561 (a & b) Progress, Quarterly and Annual Reports; Technical Reviews

PART C – SECTION 2.0

PROGRAM OUTCOME SUMMARY – WELL BEING/SELF-SUFFICIENCY

PROGRAM OUTCOME GOALS: Participants will attain increased educational, employment and life skills to maintain their independence after foster care. They will also maintain their NMD participation condition.

OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
NMD participation condition	100% of Participants will have an identified NMD participation condition documented in their case files.	
Progress toward identified NMD condition	75% of Participants or 10% above the previous year's accomplishment will complete high school or an equivalent program 75% of Participants or 10% above the previous year's accomplishment will be enrolled in college at lease half time or vocational education 75% of Participants or 10% above the previous year's accomplishment will remove barriers to employment 75% of Participants or 10% above the previous year's accomplishment will be employed at least 80 hours per month	• Corrective Action Plans • Tutoring Progress Reports and Monthly Service Reports • Annual Summary Reports • Special Incident Reports • Child / Children Interview
Documented NMD medical condition	100% of Participants will have reason for medical exemption documented in their case files	
Monthly Life Skills Training	100% of Participants will receive life skills training	Progress, Quarterly and Annual Reports; Technical Reviews
Individualized training	100% of Participants with an identified need for individualized training will receive such training	
Identified permanent adult connection	75% of Participants or 10% above the previous year's accomplishment will have a consistent relationship with their identified permanent adult connection upon exit from the program	Progress, Quarterly and Annual Reports; Technical Reviews; Entry and Exit Assessments
Affordable housing	75% of Participants or 10% above the previous year's accomplishment will be placed in a SILP, transition in place or obtain affordable housing when they exit THP+FC	

PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
1	CONTRACTOR shall monitor the progress of each Participant	100% of the youth receive ongoing monitoring and supervision	County will monitor the CONTRACTOR's performance to ensure its compliance with the Contract and the delivery of services.	The CPM may request a Corrective Action Plan as outlined in SOW, Section 13.0. Failure to meet the performance standard could result in a program review and implementation of an administrative remedy(ies) as outlined in Attachment M.
2	CONTRACTOR shall maintain accurate, complete and current Participant folders for each Participant	100% of the youth have Participant folders		
3	CONTRACTOR shall provide educational, employment and other support to assist with completion of the TILP goals	100% of the youth have current TILPs		
4	CONTRACTOR shall provide a monthly allowance	100% of the youth receive monthly allowances		

PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
5	CONTRACTOR shall provide at least 240 minutes of life skills workshops monthly	100% of the youth receive life skills training	County will monitor the CONTRACTOR's performance to ensure its compliance with the Contract and the delivery of services.	The CPM may request a Corrective Action Plan as outlined in SOW, Section 13.0. Failure to meet the performance standard could result in a program review and implementation of an administrative remedy(ies) as outlined in Attachment M.
6	CONTRACTOR shall submit reports to the County Program Manager for each participant	CONTRACTOR shall ensure that reports are submitted for 100% of the youth		
7	CONTRACTOR shall deposit funds from monthly allowance into an interest bearing savings account for each participant	CONTRACTOR shall ensure funds are deposited for 100% of the youth		
8	CONTRACTOR shall ensure that all housing sites are in compliance and maintained	CONTRACTOR shall maintain 100% of the housing sites		

SPA/MAP

Los Angeles County
Department of Children and Family Services

EXTENDED FOSTER CARE DEFINITIONS OF THE FIVE PARTICIPATION CONDITIONS:

A nonminor dependent shall meet the eligibility standard for Extended Foster Care (EFC) or a nonminor former dependent for extended payment benefits for Adoption Assistance Program (AAP) or Kinship Guardianship Assistance Payment Program (Kin- GAP) by participating in at least one of the following five conditions. The nonminor dependent's plan of participation shall be described in his or her Transitional Independent Living Case Plan shall include a written description of the services that will help the nonminor dependent which provides the basis for the six month certification of eligibility made by the placing agency's case manager to the eligibility worker and the court. During the six month certification period, the nonminor dependent shall report to his or her worker any changes in the participation plan and they shall work together collaboratively to ensure ongoing eligibility as the nonminor dependent assumes increasing levels of responsibility and independence.

"Transitional Independent Living Case Plan" is the nonminor dependent's case plan, updated every six months, that describes the goals and objectives of how the nonminor will make progress in the transition to living independently and assume incremental responsibility for adult decision making, the collaborative efforts between the nonminor and the social worker, probation officer, or Indian tribe and the supportive services as described in the Transitional Independent Living Plan (TILP), which is part of the case plan, to ensure active and meaningful participation in one or more of the participation conditions.

To the extent possible, verification for all 5 conditions should be obtained in the manner that respects the nonminor dependent's privacy and the confidentiality of their foster care status by enabling the nonminor dependent to utilize whatever verification the employer or internship commonly provides and without asking the nonminor to obtain any special documentation that may impinge on his/her privacy.

(1) Completing secondary education or a program leading to an equivalent credential.

In order to satisfy the criteria of completing secondary education, the nonminor dependent must be enrolled in a secondary school or a program leading to an equivalent credential. Enrollment can be in a public high school, charter high school, an
alternative high school, a nonpublic school, adult education classes, or any other course of study leading towards completion of a high school diploma, General Equivalency Degree, High School Proficiency Certificate, or High School Completion Certification. Enrollment is deemed continuous during any summer or other scheduled break in the school program.

A nonminor dependent who is participating in special education activities as described in his/her Individualized Education Plan (IEP) is deemed to be in compliance with this participation condition.

Verification of enrollment can be satisfied by requesting that the participant provide proof of enrollment that indicates the courses that the student is enrolled in. Acceptable documentation could include, but is not limited to, an unofficial transcript; an electronic copy of the nonminor dependent's current course schedule, or a letter from the institution or other similar documentation.

Examples of How a Nonminor Dependent Meets Requirement for Completing High School or Secondary Education

In order to be considered participating in a program that is leading towards completion of a high school or secondary education, the youth can be doing one of the following (including but not limited to):

1. Independent study
2. Nonpublic School
3. Public High School
4. Home Schooling
5. Private High School
6. Alternative High School/Continuation School
7. Special Education Classes
8. Adult School (to complete GED)

(2) Enrolled in an institution which provides postsecondary or vocational education.

In order to satisfy the criteria of enrollment in an institution which provides post-secondary or vocational education a nonminor dependent must be enrolled at least half-time. In most institutions, including the California public college and university systems, this will consist of enrollment in at least six semester course units or quarter course equivalent. In some cases a different standard of tracking enrollment may be utilized by an institution, such as some vocational courses which define enrollment in "clock hours" rather than credits, and the half-time standard should be applied accordingly.

Further, satisfaction of the enrollment requirement does not require formal admission to an institution and includes situations where a student is enrolled in individual courses without being enrolled in the institution, such as University extension courses. Courses taken at any institution which is licensed to operate in the State of California, or taken at a comparable institution located or licensed to operate in another state, shall count towards the participation requirement**.** Nonminor dependents can take coursework at multiple institutions to equal the half-time standard.

If a nonminor must take remedial courses as a pre-requisite to enroll in standard general education coursework, these courses are also eligible even if they do not meet the standard amount of units as other coursework (three units per class). In these cases, the part-time equivalent of two courses would apply and qualify the nonminor as meeting the postsecondary education requirements.

This provision also applies to participants on a summer or other scheduled school breaks or who are awaiting admissions determinations or pending enrollment in courses. Official school breaks do not disqualify youth from meeting the eligibility criteria.

Participants who are enrolled in post-secondary education or vocational training at less than half time, but in at least one course, do not qualify under this participation condition, but can qualify for EFC benefits under participation condition #3 (an activity designed to promote, or remove barriers to employment).

Additionally, if a student drops courses mid-term (whether considered voluntary or involuntary) this shall not result in automatic disqualification from EFC benefits. The nonminor dependent should be given a reasonable amount of time to start participation in a different participation condition. Participation in condition #3 is the best option to transition a nonminor dependent into another participation condition or to bridge the gap if he/she wants to enroll in classes again the next semester.

Verification of enrollment at a post secondary or vocational institution can be made by requesting that the participant provide proof of enrollment that indicates the credit and non-credit courses that the student is enrolled in. Acceptable documentation could include, but is not limited to, an unofficial transcript, an electronic copy of the student's current course schedule, or a letter from the institution or other similar documentation. Official transcripts are not required.

Examples of How a Nonminor Dependent Meets the Postsecondary Education/ Training Requirements:

Eligible Institutions:

Eligible Institutions include, but are not limited to:

- All public postsecondary systems in California (Community College, California State University and University of California);
- All public postsecondary systems outside of California (Community Colleges and Universities);
- Schools approved by the Bureau for Private Postsecondary Education;
- Schools accredited through the Western Association of Schools and Colleges;
- Schools approved or accredited through a similar body in another state;
- Courses taken through correspondence or on-line studies that are affiliated with a licensed institution count towards the participation requirement.

Unavailable Coursework

If a nonminor dependent is unable to enroll in any coursework due to required classes being full, participation condition # 3 should be used for supporting the nonminor dependent until the nonminor dependent can enroll in the next available semester. Additionally, if a nonminor dependent is only able to enroll in one course and does not meet the part-time requirement, the nonminor dependent is eligible under participation condition #3 and this should be documented on the Transitional Independent Living Case Plan if it is not already listed as a back-up plan.

Impact of Dropping Courses

If a student drops courses mid-term (whether considered voluntary or involuntary), this shall not result in automatic disqualification from AB12 benefits. If this happens, it is best to use the back-up plan of participation condition #3. If the nonminor dependent does not wish to do this then the court must review the circumstances surrounding the student's decision to determine if the nonminor dependent can maintain eligibility until there is opportunity to re-enroll in the following term. There are many factors that may result in failing to complete courses in which they enrolled. Circumstances that would be considered as extenuating factors could include, but are not limited to:

a. The student has learning disabilities or mental health issues (diagnosed or undiagnosed) that prevented the student from successfully completing the coursework.

b. A personal or family emergency, such as the loss of housing, family illness, medical emergency, or intervention by the young person's family of origin interfered with the student's ability to complete coursework.

c. A lack of affordable childcare interfered with the student's ability to attend classes or complete coursework.

d. The courses in which the student enrolled were inappropriate for his/her skill level and the student must first take remedial classes or access tutoring services in order to successfully complete college level coursework.

e. A delay in financial assistance or other financial hardship presented a barrier to completing coursework.

(3) Participating in a program or activity designed to promote, or remove barriers to employment.

A program or activity designed to promote, or remove barriers to employment is an individualized program based on a youth centered assessment of skills and needs. These activities could be self-directed, completed in conjunction with a nonminor dependent's caregiver or social worker, or part of an organized program. Unpaid employment, internships, volunteer activities, vocational rehabilitation or participation in a substance abuse program also meet this participation condition.

A nonminor dependent shall be deemed participating in a program or activity designed to promote, or remove barriers to employment as long as the youth is working toward meeting goal(s) in his/her Transitional Independent Living Case Plan by participating in an Independent Living Program activity or a program that moves the youth forward in reaching a goal on his/her TILP. See Attachment C for sample activities.

A nonminor dependent who is meeting eligibility requirements solely through this participation condition should be working toward developing skills that will help him/her to transition to the education or employment participation condition to ensure that he/she is adequately prepared to transition to independence at the end of his/her time in EFC. This participation condition is intended to help bridge gaps in a nonminor dependent's readiness for achieving more responsibility in college, vocational school or employment. For nonminor dependent's meeting eligibility solely through this requirement, at the six month certification period it should be considered if the nonminor dependent can successfully move to another eligibility condition.

This participation condition should always be used as a back-up plan for the nonminor dependent's TILP in case the nonminor dependent intentionally or unintentionally experiences a break in participation in an educational or employment activity part way through the six month eligibility certification period. For example, the nonminor dependent quits his/her job but does not have other employment lined up.

For a nonminor who is re-entering foster care after a break, the initial meeting with the social worker to select the participation activity satisfies the requirement of removing barriers to employment. However, the nonminor must begin participating in the activity within a reasonable amount of time after Re-Entry.

Verification for this condition will vary depending on the activity that nonminor dependents are participating in. A certificate of completion for a class or training is sufficient for more formal or structured programs. However, as this category is very broad, verification can also be as flexible as documentation in a case manager's notes when the NMD shows the case manager a revised resume or discusses the outcome of job searches and/or interviews.

Examples of Programs and Activities Designed to Promote or Remove Barriers to Employment

The program or activities designed to remove barriers to employment that the youth participates in may include, but not be limited, to:

• job skill classes/training;
• distance learning;
• on-line tutorials;
• job shadowing;
• mentoring;
• volunteering;

- internship and apprenticeship;
- resume/interview skills classes/training;
- career exploration classes/training/programs;
- dress/hygiene/health care management classes/training/;
- counseling/therapy;
- social skills classes/training/programs;
- anger management classes/training/programs;
- substance abuse treatment;
- mental health treatment,
- domestic violence/date violence programs,
- teen parent classes or programs,
- navigating public transportation,
- registering and participating with the OneStop,
- budget and money management classes/training/programs,
- driver's education,
- enrolled in ILP or participating in ILP,
- Workforce Investment Act case management,
- Enrollment in at least one course at college or a vocational program for credit or non-credit,

Non-credit courses which count towards the participation requirement include, but are not limited to, the following classifications of courses:

- Basic Skills
- Developmental or Remedial Education
- English as a Second Language (ESL) courses
- College and Career Planning or College Success Skills Courses
- Workforce Preparation Courses
- Education Programs for Persons with Substantial Disabilities
- Home Economics Careers and Technology
- Not-for-credit Vocational Programs
- Courses taken through University of California Extension or Cal State Open University

- Other such activities designed to promote or remove barriers to employment.

(4) Employed for at least 80 hours per month.

In order to satisfy the criteria of employed for at least 80 hours a month a nonminor dependent must be engaged in full or part time employment activities which includes, but is not limited to paid internships, apprenticeships, Ticket to Work (for individuals receiving Supplemental Security Income), or work study programs. The nonminor dependent can be engaged in a combination of paid employment activities at one or more places of employment in order to meet the 80 hours a month requirement. As long as the nonminor dependent is scheduled to work at least 80 hours a month, he/she shall be deemed to meet this participation condition even if the nonminor dependent does not

actually work that number of hours due to holidays, illness, approved vacation (by employer) or other circumstances beyond the Re-Entry Youth's control. Any earned income shall be disregarded for purposes of eligibility determination as specified in the nonminor dependent's TILP.

Verification of employment for at least 80 hours per month may include, but not be limited to, providing a copy the nonminor dependent's work schedule, pay stubs, a statement of hiring from the employer, or a statement of acceptance from the apprenticeship or internship program.

Examples of Resources and Work Programs

1. Job Corps
2. VISTA
3. Workforce Investment Boards
4. One Stops
5. Ticket to Work

(5) Incapable of doing any of the activities described in subparagraphs (1) to (4), inclusive, due to a medical condition, and that incapability is supported by regularly updated information in the case plan of the nonminor dependent.

In order to satisfy the eligibility criteria set forth in W&IC section 11403 (b)(5), two determinations must be made. First, a nonminor dependent must have a "medical condition." Second, the medical condition must render the minor incapable of doing any of the activities described in subparagraphs (1) to (4). A "medical condition" is a physical or mental state that limits a nonminor dependent's ability to participate in any of the activities described in subparagraphs (1) through (4), as verified by a healthcare practitioner. A healthcare practitioner is defined as any individual provider who is licensed or otherwise authorized by the state, county or city in which the provider is located to provide services related to physical or mental health. If a nonminor dependent does not undertake remedial measures to treat a verified medical condition, he or she will still be deemed to have a qualifying medical condition under this subparagraph.

A nonminor dependent is deemed "incapable of doing any of the activities described in subparagraphs (1) to (4)" if he or she cannot consistently meet the criteria of subparagraphs (1) to (4) due to the documented medical condition.

Verification that a nonminor dependent cannot consistently meet the full requirements of subparagraphs (1) to (4) can be satisfied by written documentation by a healthcare practitioner which explains that one of the reasons that the nonminor is unable to meet the criteria of subparagraphs (1) to (4) is because he or she has a "medical condition" as defined in this subsection. A nonminor dependent who is eligible for a disability program including, but not limited to, Supplemental Security Income, Social Security Disabled Adult Child benefits, State Disability Insurance, or Regional Center Services

may have a medical condition that fits under this participation condition if the medical condition renders him/her incapable of participating in an education plan to complete high school (or equivalent), attend college or vocational school at minimum part-time or maintain part-time employment.

The nonminor dependent is deemed eligible for extended benefits under this section upon a verification of eligibility for such a condition. Verification of disability benefits status may include an award letter, notice of action or copy of the check or benefit identification card.

The nonminor dependent, unless incapable, is responsible for obtaining and providing the social worker or probation officer with one of the following: (1) the written verification from a healthcare practitioner stating that the nonminor dependent has a medical condition and that he or she cannot consistently meet the full requirements of subparagraphs (1) to (4) or (2) the verification of the nonminor dependent's disability benefits status. If the nonminor dependent is incapable of obtaining verification the caregiver or social worker will need to assist the nonminor or obtain the verification.

Note: These definitions were developed collaboratively with CDSS, CWDA, sponsors of AB 12, county representatives and stakeholders.

Exhibit A - Attachment V

Report /Form	When completed/Used	Date due
Transitional Independent Living Plan (A-1)	At Placement and updated every 6 months	Upon Placement and updated every 6 months
Agency Placement Agreement (A-2)	At Placement	Filed in the TPRF within 1 business day following Placement
Declaration In Support to Access Juvenile Court Records (A-3)	Prior to Placement	Faxed to COUNTY Program Manager within 1 business day file copy in the TPRF
Placement Information and Authorization Form (A-4)	Prior to Placement	Within 5 days following Orientation and must have Program Manager's Authorization 5 days prior to placement.
Unit Verification Form (A-5)	Upon Placement	Filed in the TPRF within 1 business day following placement
Furniture Inventory (A-6)	Upon Placement As Required	Filed in the TPRF within 1 business day following placement
Participant Occupancy Form (A-7)	Upon Placement	Filed in the TPRF within 1 business day following placement
Mandatory Orientation Checklist (A-8)	Upon Placement	Filed in the TPRF within 1 business day following placement
Foster Youth Bill of Rights (A-9)	Orientation	Give to Participant at Orientation
Personal Rights (A-10)	Orientation	Give to Participant at Orientation
CONTRACTOR's Grievance/Complaint Procedures	Orientation	Give to Participant at Orientation
CONTRACTOR's Placement Agreement in accordance with Title 22, Section 80068	Orientation	Signed by Participant and Contractor.
Participant Inventory (A-11)	Placement/Quarterly	Filed in the TPRF within 1 business day following placement or quarterly review.
Clothing Standard (A-11a)	Placement/Quarterly	Filed in the TPRF within 1 business day following placement or quarterly review.
Monthly Fines Log (A 12)	Monthly	To CPM by 15th of the month and filed in TPRF within 1 business day following placement
Monthly Allowance Log (A-13)	Placement/Bi-Monthly	To CPM by 15th of the month and filed in TPRF within 1 business day following placement or bi-monthly allowance allocation.
Monthly Savings Ledger (A-13a)	Monthly	To CPM by 15th of the month and filed in TPRF within 1 business day following placement.

Report /Form	When completed/Used	Date due
Routine Chores Log (A-14)	Placement/Monthly	Filed in the TPRF within 1 business day following placement or monthly review as appropriate.
Intentionally Left Blank (A-15)		
Medication Disposition Log (A-16)	Placement/Prescription	Filed in the TPRF within 1 business day following placement or prescribed by a medical doctor/dentist.
Participants Medication Log (A-17)	As Required	Used whenever Participant is prescribed medication by a medical doctor/dentist or taking over- the-counter medications prescribed or not.
Daily Educational Log (A-18)	Daily	Filed in the TPRF within 1 business day of the following week.
Special Incident Reporting Guide for THPP (A-19)	As required	Report incident and file as required and within 1 business day record and file a copy in the TPRF or Agency records, as appropriate.
Progress Report (A-20)	45 Days After Entry/ As Required	To CPM, CSW and file in the TPRF by 15th of the month.
Participant's Monthly Survey (A-21)	Monthly	To CPM and file in the TPRF by 15th of the month. (Note: Complete only those pages of survey applicable to youth's focus that month)
Declaration of Compliance (A-22)	Monthly	To CPM by 15th of each month and filed within 1 day in CONTRACTOR's personnel files.
Certified Employees/Volunteers Report (A-23)	Monthly	To CPM by 15th of each month and filed within 1 day in CONTRACTOR's personnel files.
Decertification Report (A-24)	As Required	To CPM and filed in CONTRACTOR's personnel records by 15th day of the following month.
Quarterly Report (A-25)	Quarterly	To CPM and CSW by 1/15, 4/15, 7/15, 10/15 and filed in the TPRF within 1 day.
Annual Report (A-26)	Annually	To CPM, CSW and filed in CONTRACTOR's records by 1/15.
Agency Monthly Report (A-27)	Monthly	To CPM by 15th of each month and filed within 1 day in CONTRACTOR's personnel files.
Release of DCFS Case Records to Service Providers (A-28)	As Required	Prior to the CSW discussing specific case information regarding the THPP candidate. And prior to the CONTRACTOR receiving the case documents from the CPM/CSW.
Entry Assessment (A-29)	At Placement	To CPM within 1 day and filed immediately in the TPRF.

Report /Form	When completed/Used	Date due
Bi-Annual Assessment (A-30)	Every 6 months following Placement	To CPM 1/15 and 7/15 and filed immediately in the TRPF.
Exit Assessment (A-31)	Transition /Age-out	TO CPM within 1 day of exit and filed immediately in the TRPF.
Legal Rights of Teens In Out of Home Care (A-32)	Orientation	Give to Participant at Orientation
Background Summary (A-33)	Upon referral by ILP and CSW	To CPM
Casey Life Skills Assessment (A-34)	Fifteen (15) days of admission and every 12 months thereafter	To CPM
Contract Regarding Participant's and Provider's Rights and Responsibilities (A-35)	Upon placement	To CPM
Aftercare Contact Form (A-36)	Each six months from date of Participant's exit for two years	To CPM by the 15th of each month
Foster Youth Reproductive Health and Pregnancy (A-37)	As required	Upon placement/disclosure of pregnant/parenting Participant

* This chart is for informational purposes only and is not all-inclusive and does not take the place of the THPP Contract and Statement of Work requirements.

EXHIBIT A – 1

TRANSITIONAL INDEPENDENT LIVING PLAN (TILP)

Transitional Independent Living Plan & Agreement

Youth: _____ Date of Birth:_____ Age _____ Ethnicity _____

Address: _____

Instructions To Youth: The purpose of this agreement is to capture the goals you are agreeing to achieve over the next 6 months. It is a good organizing tool to help you stay focused and keep track of your progress toward accomplishing each goal. Your Social Worker and caregiver will also have copies of this agreement and will help you achieve your goals.

Instructions to Caregiver: You are agreeing to assist the youth in the development of their ILP goals and to support the youth in completing the activities.

Instructions to Social Worker: You are agreeing to assist the youth and the caregiver in completing this form, and develop Planned Services that will assist the youth in meeting his/her goals. Document the Planned Services and Delivered Services in CWS/CMS. Probation officers: use manual documentation procedures.

Service goals and activities to be addressed in the plan:
Goals are individualized based on your assessment and may include examples such as:

- develop a life-long connection to a supportive adult
- graduate from high school
- obtain a part-time job
- invest savings from part-time job
- develop community connections
- obtain a scholarship to attend college
- develop competency in the life skill of _____

Activities are individualized to help meet a specific goal. Example – if high school graduation is a goal, the youth directed activity might be to attend classes regularly with no tardies for the next 6 months.
For youth participating in ILP services, activities are reportable as ILP Delivered Services in CMS. The social worker shall select from one or more of the following ILP Service Types that an individualized completed activity fits in:

- Received ILP Needs Assessment
- ILP Mentoring
- ILP Education
- ILP Education Post Secondary
- ILP Education Financial Assistance
- ILP Career/Job Guidance
- ILP Employment/Vocational Training
- ILP Money Management
- ILP Consumer Skills
- ILP Health Care
- ILP Room and Board Financial Assistance
- ILP Transitional Housing, THP, THP Plus
- ILP Home Management
- ILP Time Management
- ILP Parenting Skills
- ILP Interpersonal/Social Skills
- ILP Financial Assistance Other
- ILP Transportation
- ILP Other (Stipends/Incentives)

☐ I understand that if I am employed as part of this plan, my earned income will be disregarded, as the purpose of my employment is to gain knowledge of needed work skills, habits and responsibilities to maintain employment. (WIC 11008.15)

☐ I understand that I can retain cash savings up to $10,000 under this plan in an insured savings account and any withdrawal requires the written approval of my social worker and must be used for purposes directly related to my transitional goals. (WIC 11155.5)

☐ I understand that I will receive assistance to obtain my personal documents and information about financial aid or postsecondary education/training. (WIC 16001.9)

Transitional Independent Living Plan & Agreement

Youth: _____ DOB:_____ Age:_____ Ethnicity:_____

Case Worker Name:_____ Case Worker phone: _____

TILP 6-month timeline: _____ to _____. Date Independent Living Needs Assessment completed: _____

☐ If I have not participated in the ILP program before, I agree to participate now.
☐ Based on the assessment of my level of functioning, the following transitional goals and activities meet my current needs.

Goal	Activity	Responsible Parties	Planned Completion date	Progress Date
Goal #1:				☐ Met Goal Date _____ ☐ Satisfactory Progress ☐ Needs more time/assistance. ☐ Goal needs modification.
Goal #2:				☐ Met Goal Date _____ ☐ Satisfactory Progress ☐ Needs more time/assistance. ☐ Goal needs modification.
Goal #3:				☐ Met Goal Date _____ ☐ Satisfactory Progress ☐ Needs more time/assistance. ☐ Goal needs modification.
Goal #4:				☐ Met Goal Date _____ ☐ Satisfactory Progress ☐ Needs more time/assistance. ☐ Goal needs modification.

This Agreement will be updated on: _____ Update # 2_____

Signing this agreement means we will all work to complete the steps necessary to help the youth reach his/her goals.

_____ _____
Youth's signature *Date*

_____ _____
Caregiver's signature *Date*

_____ _____
Social Worker signature *Date*

EXHIBIT A-2

AGENCY – TRANSITIONAL HOUSING PLACEMENT PLUS FOSTER CARE (THPP) AGREEMENT
Child Placed by Agency in the THPP

Name of Child	Parent's Name
Birth date of Child	Date Placed
Case Number	

Anticipated duration of placement is _____ months.

The agency will pay $ _____ per _____for room and board, initial clothing, education, incidentals, supervision and social services. First payment to be made within 45 day's after placement with subsequent payments to be made monthly.

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

Special problems: ☐ Yes If yes, explain _____ ☐No

Agency Agrees To

1. Provide the THPP with knowledge of the background and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary.
2. Work with the THPP toward development of Needs and Services Plan.
3. Work toward termination of child's placement with THPP staff.
4. Continue paying for this child's care as long as eligible and the THPP maintains child on an active status or until the agency requests that placement be terminated.
5. Assist the CSW in the maintenance of this child's constructive relationships with parents and other family members, and to involve parents in future planning or this child.
6. Contact this child in the THPP at least once a month. If case plan would indicate less frequent contact, the THPP will be informed.
7. Inform THPP if child has any tendencies toward dangerous behavior.
8. Provide an agency Transitional Housing Placement Program Agreement at the time of placement.
9. Provide an updated Transitional Independent Living Plan at least every six (6) months.
10. Provide a Medi-Cal card or other medical coverage at the time of placement. Provide authorization for medical treatment, signed by this child's parents or legal guardian.
11. Provide a clothing allowance as permitted to meet initial clothing needs
12. Participate in stabilization meeting(s) for placement not to be in jeopardy.
13. Provide assistance with emergencies. Telephone number for after-hours or weekends is :

THPP Agrees To

1. Provide this participant with the nurture, care, clothing, treatment and training suited to the participant's needs.
2. Each THPP participant shall receive all necessary medical, dental, vision, and mental health services.
3. The THPP agency shall provide services identified in the participant Needs and Services Plan and Transitional Independent Living Plan (TILP) as necessary to meet this participant's needs. The Agency is responsible for insuring the participant provides care and supervision for the participant child(ren).
4. Encourage the maintenance of the natural parent-child relationship.
5. To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature including but not limited to interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.
6. To be treated with respect and keep confidential information given about the child and his/her family. The participant shall have access to telephone service in the THPP unit at all times to make and receive confidential calls and send and receive unopened correspondence.
7. To be accorded the greatest level of independence consistent with safety and the participant's ability and maturity level as outlined in the participant's Needs and Services Plan or TILP in order to prepare the participant for self-sufficiency.
8. The Needs and Services Plan and TILP shall be reviewed at least every six months to determine the participant's need for continuing services; the need for modification in services. The agency shall insure the participant and his/her authorized representative are offered the opportunity to participate in the review. Modifications of this plan shall not be implemented without prior written approval from the authorized representative.
9. Submit a modified Needs and Services Plan thirty (30) days from the date of placement in the THPP unit. This summary shall include information listed on the reverse side of this agreement form.
10. Submit ongoing written evaluations to the agency monthly, quarterly and annually. These evaluations shall include information listed on the reverse side of this agreement form.
11. Immediately notify agency of significant changes in this participant's health and behavior. Notify the participant's authorized representative and placement entity no later than the next working day when the participant has been moved under emergency circumstances without the authorized representative's participation.
12. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed.
13. When the THPP agency determines the THPP can no longer meet the needs of this participant, the agency shall notify the authorized representative and provide written notification that the participant shall be removed within seven (7) days.
14. Conform to the licensing requirements.
15. Provide state and federal agencies access to maintained documentation on participant's in their care.
16. Notify the agency immediately if an application is made on behalf of this participant for any kind of income. Examples of income include, but are not limited to child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP).
17. Remit to Department of Public Social Services any income received on behalf of this child while in foster care up to the full cost of board and care plus medical cost in addition, I will cooperate to have the Social Security Administration, or the appropriate agency, make the Department of Public Social Services the payee for any funds received on behalf of this child.

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

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

Initial diagnostic summary shall include:

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

Monthly evaluations shall include:

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

Involvement of child and his parents in treatment program

EXHIBIT A-3

ATTORNEY, ATTORNEY DESIGNEE, OR PARTY WITHOUT ATTORNEY (name and address): Attorney Or Attorney Designee for (Client's Name): Telephone No.: Fax No.:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Juvenile Division 201 Centre plaza Drive Monterey Park, CA 91754	
CHILD'S NAME: DOB:	
DECLARATION IN SUPPORT OF ACCESS TO JUVENILE RECORDS (WIC §827, CRC Rule 5.552; Local Rule 17.1)	Juvenile Case Number: Dependency _____ Delinquency

A. Person/Agency Entitled to Access Pursuant to Welfare & Institutions Code (WIC) §827, California Rules of Court, Rule 5.552, and Los Angeles Superior Court (LASC) Local Rules, Rule 17.1:

- ☐ Subject child
- ☐ Subject child's parent or legal guardian
- ☐ Attorney for subject child (including appellate attorney) *[continue to Section B below]*
- ☐ Attorney for subject child's parent/legal guardian (including appellate attorney) *[continue to Section B below]*
- ☐ The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action. *[Continue to Section B below]*
- ☐ Attorney authorized to prosecute adult criminal or juvenile matters under California state law (district attorney, city attorney, city prosecutor) *[Continue to Section B below]*
- ☐ Person/agency actively participating in adult criminal or juvenile proceedings involving the minor (hearing officers, probation officers, law enforcement officers)
- ☐ State Department of Social Services staff for the purposes delineated in WIC §827(a)(1)(I)
- ☐ Member of child protective agencies per Penal Code §11165.9 (police, sheriff, county probation, county child welfare)
- ☐ Superintendent or designee of school district where child attends or is enrolled
- ☐ State Department of Social Services staff for the purposes delineated in WIC §827(a)(1)(J)
- ☐ Member of child's multi-disciplinary team
- ☐ Person/Agency currently providing supervision or treatment of child
  Title & Relationship to Child _____

- ☐ Family law judicial officer, or clerk acting on behalf of judicial officer; family law case # _____
- ☐ Family law mediator or evaluator (including person performing investigation or assessment)
- ☐ Court-appointed probate guardianship investigator
- ☐ Local child support agency
- ☐ Juvenile justice commission
- ☐ Other (including pursuant to court order; please attach copy of order)
  _____

NOTE: Attorney designees (including paralegals, investigators, and social workers) must check the appropriate box in Section A as to the attorney, and must fill out the attorney information in Section B.

B. Attorney

Name: _____ State Bar #: _____ Case No: _____

Court (criminal, juvenile, etc.) _____ Client Name: _____

Client's relationship to subject of juvenile records: _____

C. Type of Records

Please check the box corresponding to the records you wish to access (check all that apply):

- ☐ Juvenile Dependency - court file only
- ☐ Department of Child and Family Services (DCFS)
- ☐ Juvenile Delinquency - court file only
- ☐ Probation Department
- ☐ Other (please specify below the type of records you seek, if not listed above)

_____

WARNING: Any records, reports or information obtained from the juvenile record(s) shall not be further released or disseminated to persons or agencies not otherwise entitled to access pursuant to WIC §827, CRC Rule 5.552, and LASC Local Rule 17.1 (i.e. agencies/individuals listed above). Further, juvenile records shall not be attached to any documents without prior approval of the Juvenile Court Presiding Judge, unless they are used in connection with a criminal investigation or juvenile court proceeding to declare a minor a dependent or ward of the Court.

I declare under penalty of perjury that the foregoing is true and correct and that I am aware of the above warning regarding dissemination of juvenile records.

Date: Signature: _____

JUV010 - Revised 2/09

ARE YOU ENTITLED TO RECORDS?
(Are you a person/agency listed in Section A above?)

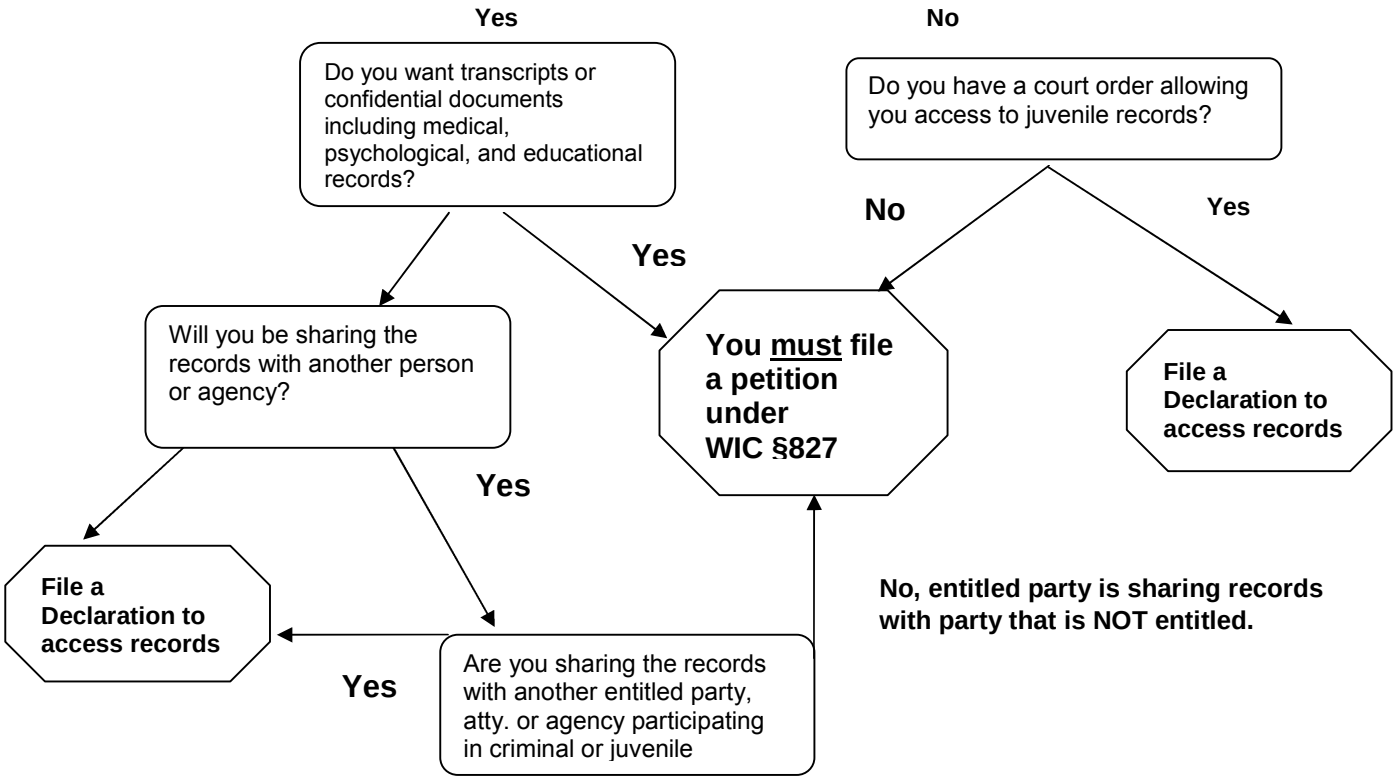

EXHIBIT A-4

PLACEMENT INFORMATION AND AUTHORIZATION FORM

AGENCY NAME: _____ **DATE:** _____

CONTACT PERSON: _____

TELEPHONE: _____ **EXT:** _____ **FAX:** _____

AGENCY ADDRESS: _____

Street City Zip

Approval is requested to enroll _____ **in** _____

Print participant's name **Agency's name**

Transitional Housing Placement Program. ***(CPM approval is REQUIRED prior to any placement)***

Enrollment requested: _____ **Participant's Phone Number:** _____

Date

Participant's Placement Address:

_____

Street **Apt #** **City** **Zip**

Caregiver: _____ **Telephone:** _____

Caregiver Address: _____

Street **Apt #** **City** **Zip**

Remote Site Model ☐ ***Yes**** ☐ ***No***

****If yes, attach CCLD approval and certification of compliance.***

TO BE COMPLETED BY COUNTY PROGRAM MANAGER (CPM)

CPM Signature _____ Date _____

☐ **APPROVED** ☐ **DENIED**

REASON(S) FOR DENIAL:

_____

_____

_____

TO BE COMPLETED BY DCFS HOUSING DIRECTOR

☐CCLD Approval attached ☐Certification of Compliance attached

Housing Director's Signature _____ Date _____

EXHIBIT A-5

UNIT VERIFICATION FORM

☐THPP ☐THP+FC

AGENCY: _____ DATE: _____

UNIT ADDRESS: _____
(INCLUDE UNIT # IF APPLICABLE)

PARTICIPANT: _____ CASE: _____

NUMBER OF BEDROOMS: _____ BATHROOM(S): _____

PARTICIPANTS THAT CURRENTLY RESIDE IN THIS UNIT:

_____ ☐THPP ☐THP+FC _____ ☐THPP ☐THP+FC

_____ ☐THPP ☐THP+FC _____ ☐THPP ☐THP+FC

MY SIGNATURE BELOW VERIFIES THAT THE ABOVE LISTED UNIT COMPLIES WITH ALL OF THE FOLLOWING:

1 Foster Participant shall not be placed with Probation Participant.
2 No more than 3 Participants shall share a Unit.
3 Each Participant shall have defined individual food storage space if there is three or more Participants in this Unit.
4 No more than two Participants shall share a refrigerator.
5 No more than 2 Participants shall share a bathroom.
6 No more than 2 Participants will share a telephone or telephone line.
7 Participant shall not share a Unit with any other individual who is not enrolled in the Program.
8 No room commonly used for other purposes shall be used as a bedroom.
9 No bedroom shall be used as a general passageway to another room.
10 Participants with an infant(s) shall be provided with a crib(s)/bassinet(s).
11 Unit has child safety features (only for Participant's placed with their child(ren).
12 Bedrooms shall have drawer and closet space for Participant's belongings.
13 Bunk beds shall not be used to furnish a bedroom.
14 Working smoke and carbon monoxide detectors are present in each hallway and bedroom.
15 One or more parking space(s) are allocated to this Unit.
16 Unit is adequately furnished with furniture/appliances that are in good and safe condition.
17 Window treatments are provided.
18 Participant was given an Emergency Plan that included emergency information, instructions and telephone numbers, including 24-hour emergency number(s) for Agency staff and CSW/DPO.
19 This Unit has a current Certificate of Compliance that meets all the requirements of California Rules and Regulations Chapter 7, Section 86030.5.

_____

AGENCY STAFF SIGNATURE PRINT NAME & TITLE DATE

EXHIBIT A-6

FURNITURE INVENTORY FORM

☐THPP ☐THP+FC

☐ **PLACEMENT INVENTORY** ☐ **QUARTERLY INVENTORY**

Today's Date: _____ Agency Name: _____

Type of Report: ☐ Entry ☐ Exit ☐ Quarterly

Participant's Name: _____

Unit Address: _____

ITEM	CONDITION		REPLACED/REPAIRED		DATE
1. Bed	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
2. Night Stand	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
3. Kitchen Table	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
4. Kitchen Chairs	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
5. Couch	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
6. Coffee Table	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
7. End Table	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
8. _____	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
9. _____	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
10. _____	☐ Good/Safe	☐ Poor/Unsafe	☐ Yes	☐ No	
If Entry Inventory, Participant shall be allowed to take the following items upon emancipation:					

_____

_____

CONTRACTOR'S SIGNATURE: _____

PARTICIPANT SIGNATURE: _____

ATTACH ADDITIONAL SHEETS AS NECESSARY

EXHIBIT A-7

PARTICIPANT OCCUPANCY FORM

☐ THPP ☐ THP+FC

AGENCY: _____ FOR THE MONTH OF:_____20 _____

AGENCY CAPACITY: _____

PLACEMENT DATE	PARTICIPANT NAME (Last, First)	ADDRESS (INCLUDING APT. #, City, Zip)	PHONE (Including Area Code)	THPP	THP+FC	UNIT		# OF PARTICIPANTS SHARING UNIT	UNIT CAPACITY
						BEDROOMS	BATHS		

EXHIBIT A-8

MANDATORY ORIENTATION CHECKLIST

☐ THPP ☐ THP+FC

AGENCY: _____ DATE: _____

PARTICIPANT: _____
PRINT

UNIT ADDRESS: _____
STREET APT# CITY ZIP

I UNDERSTAND AND RECEIVED COPIES OF EACH OF THE FOLLOWING:

1. ___ GRIEVANCE/COMPLAINT PROCEDURES
2. ___ AGENCY POLICIES
3. ___ AGENCY RULES
4. ___ FOSTER BILL OF RIGHTS
5. ___ LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE
6. ___ PERSONAL RIGHTS
7. ___ AGENCY EXPECTATIONS
8. ___ LIST OF FURNITURE THAT I WILL TAKE WITH ME UPON TRANSITION
9. ___ ILP PARTICIPATION
10. ___ EMERGENCY PLAN INCLUDING EMERGENCY TELEPHONE NUMBERS
11. ___ NAME AND PHONE NUMBER(S) OF MY AGENCY'S SOCIAL WORKER, AND DIRECT CARE STAFF.
12. ___ OTHER: _____
13. ___ OTHER: _____

PARTICIPANT SIGNATURE: _____ DATE: _____

CSW/DPO SIGNATURE: _____ DATE: _____

FOSTER YOUTH BILL OF RIGHTS

The California Youth Connection, a statewide organization of youth in the foster care system, has written the "Foster Youth Bill of Rights". It is an objective of foster care to ensure that the personal rights of individuals who are in out–of–home care are protected subject to limitations inherent in the foster caregiver's responsibility to ensure resident safety, safety of others and foster caregiver's role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of any individual child must be approved by COUNTY Program Director on a case by case basis. These rights include the following:

1) The right to be treated with respect.

   1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)

   2. Facilities shall ensure that privacy rights of residents are respected. Individual privacy shall be provided in all toilet, bath, shower and dressing areas. 84088(b)(4)

   3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072 (a)(3)

   4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.

   5. Residents shall have the right to be free to attend religious services and activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, in or out of the facility shall be on a completely voluntary basis. 80072(a)(5)(A)

   6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)

2) The right to adequate living conditions.

   7. The home must meet licensing standards.

8. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.

9. Residents shall be allowed to possess and use their own toilet articles. 84072(b)(7)

10. Residents shall have access to individual storage space for their private use. 84072(b)(10)

11. Residents shall possess and use his/her own personal items unless prohibited as part of a discipline program. 84072(b)(9)

12. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)

13. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.

14. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by COUNTY worker and resident except on a voluntary basis and for compensation.

3) The right to adequate voluntary medical, dental and psychiatric care.

15. Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.

16. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.

17. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.

18. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident, Medi-Cal authorization, etc.

19. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)

4) The right to fair treatment in administering rewards and punishments.

20. Facilities shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:

    Staff, residents and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in the resident's record.

    Any form of discipline which violates a resident's personal rights as specified in Sections 80072 and 84072 shall be prohibited. 84072.1(a)(b)

    New residents should not always/automatically start on the lowest level of the incentives system.

    Level assignment and privileges shall be consistent with the case plan/case plan update/court order(s).

    They should not be punished for being new and/or being moved.

21. Residents shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.

22. Residents have a right to file a complaint with the facility, as specified in Section 84072(b)(2).

5) The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.

23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not prohibited as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11).

24. Calls to the resident's authorized representative or placement agency or family members included in the service plan shall not be prohibited as a form of discipline. 84072(b)(11)(C).

25. Residents shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

26. The facility will promptly and completely answer communications to the facility from resident's relatives and/or authorized representative(s). 84072(b)(4)

27. Level systems shall not restrict personal rights as defined in Title 22, Section 84072. These include the right to approved visitors; telephone calls to parents or relatives included in the case plan, COUNTY social workers, Court Appointed Special Advocates or attorneys; access to correspondence; and access to medical care.

6) The right to education and community involvement.

28. Residents shall have the right to attend public school unless otherwise specified in their case plan.

29. Residents shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for residents to attend church and community activities. 84079(a-c)

7) The right to work and develop job skills.

30. Residents shall be allowed to participate in education, employment and ILP services. Access to these services shall not be withheld. Transportation arrangements for residents who do not have independent arrangements shall be made. 80022(b)(10)

31. The facility shall assist each youth age 14 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.

32. The facility shall support each youth who so desires in obtaining and maintaining employment by providing transportation, assisting in purchasing uniforms and providing other forms of support to the extent possible and agreed upon.

8) The right to social contacts.

Reprise 6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)

Reprise 23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not permitted as a form of discipline; do not infringe.

upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)

Reprise 25. Residents shall send and receive unopened correspondence unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

9) The right to adequate clothing.

33. Residents shall possess their own clothes. 84072(b)(6)

10) The right to a reasonable allowance.

34. Residents shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met. 84077(a)(2)

35. Residents shall possess and use their own cash resources except as specified in Section 84026. 84072(b)(8)

36. Residents' allowances may not be withheld unless regulatory criteria are met. Any amount of a resident's allowances that is withheld as a form of discipline must meet the requirements of 84026(a-c), including the requirements that the fines shall be used for the benefit of the individual resident or all residents in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because a resident is working. 84026(a-c)

37. Residents' cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs. 80026(f)

PERSONAL RIGHTS

(a) Section 80072 and 86072, Personal Rights shall not apply to nonminor dependents.

(b) The licensee shall ensure that each nonminor dependent is accorded the personal rights specified in Welfare and Institutions Code section 16001.9 and the following personal rights:

(1) A nonminor dependent shall be free from corporal or unusual punishment; infliction of pain; humiliation; intimidation; ridicule; coercion; threat; physical, sexual, mental, or other abuse; or other actions of a punitive nature including, but not limited to, interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, medication, or aids to physical functioning.

(2) To acquire, possess, maintain, and use adequate personal items. These shall include, but not be limited to, the nonminor dependent's own:

(A) Clothes.

(B) Toiletries and personal hygiene products.

(C) Belongings including furnishings, equipment, and supplies, for his or her personal living space in accordance with his or her interests, needs, and tastes.

(3) To acquire, possess, maintain, and use a personal vehicle for transportation.

(4) To select, obtain, and store food of his or her own choosing.

(5) To select, obtain, or decline medical, dental, vision, and mental health care and related services at his or her discretion.

(6) To have adequate privacy for visitors that include:

(A) Family members, unless prohibited by court order.

(B) The person or agency responsible for placing the nonminor dependent, such as a social worker or probation officer.

(C) Other visitors, unless prohibited by court order.

(7) To be informed by the licensee of the provisions of law regarding complaints, and information including, but not limited to, the address and telephone number of the licensing agency and about the confidentiality of complaints.

(8) To send and receive unopened mail, acquire, possess, maintain, and use a personal landline or cellular telephone to make and receive confidential telephone calls or a personal computer to send and receive unopened electronic communication, unless prohibited by court order.

(9) To leave or depart the THPP at any time at the discretion of the nonminor dependent.

(10) To have the independence appropriate to the status of a nonminor dependent as a legal adult, consistent with the Needs and Services Plan for the nonminor dependent or the Transitional Independent Living Plan for the nonminor dependent.

(11) To have dignity in his or her personal relationships with others in the THPP.

(A) To be free from unreasonable searches of person.

(12) To have private or personal information including, but not limited to, any medical condition or treatment, psychiatric diagnosis or treatment, history of abuse, educational records reflecting performance or behavior, progress at the THPP, and information relating to the biological family of the nonminor dependent maintained in confidence.

(A) There shall be no release of confidential information without the prior written consent of the nonminor dependent, and this information must only be released to the extent permitted by law. The licensee shall, with the consent of the nonminor dependent, only disclose relevant and necessary information about the nonminor dependent.

(13) To access information regarding available educational, training, and employment options of his or her choosing.

(14) To request assistance from THPP staff.

Welfare and Institutions Code section 16001.9, subsection (a) provides in part:

"(a) It is the policy of the state that all children in foster care shall have the following rights:

(1) To live in a safe, healthy, and comfortable home where he or she is treated with respect.

(2) To be free from physical, sexual, emotional, or other abuse, or corporal punishment.

(3) To receive adequate and healthy food, adequate clothing, and for youth in group homes, an allowance.

(4) To receive medical, dental, vision, and mental health services.

(5) To be free of the administration of medication or chemical substances, unless authorized by a physician.

(6) To contact family members, unless prohibited by court order, and social workers, attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASAs), and probation officers.

(7) To visit and contact brothers and sisters, unless prohibited by court order.

(8) To contact the Community Care Licensing Division of the State Department of Social Services or the State Foster Care Ombudsperson regarding violations of rights, to speak to representatives of these offices confidentially, and to be free from threats or punishment for making complaints.

(9) To make and receive confidential telephone calls and send and receive unopened mail, unless prohibited by court order.

(10) To attend religious services and activities of his or her choice.

(11) To maintain an emancipation bank account and manage personal income, consistent with the child's age and developmental level, unless prohibited by the case plan.

(12) To not be locked in a room, building, or facility premises, unless placed in a community treatment facility.

(13) To attend school and participate in extracurricular, cultural, and personal enrichment activities, consistent with the child's age and developmental level with minimal disruptions to school attendance and educational stability.

(14) To work and develop job skills at an age-appropriate level, consistent with state law.

(15) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors, and friends.

(16) To attend Independent Living Program classes and activities if he or she meets age requirements.

(17) To attend court hearings and speak to the judge.

(18) To have storage space for private use.

(19) To be involved in the development of his or her own case plan and plan for permanent placement.

(20) To review his or her own case plan and plan for permanent placement, if he or she is 12 years of age or older and in a permanent placement, and to receive information about his or her out-of-home placement and case plan, including being told of changes to the plan.

(21) To be free from unreasonable searches of personal belongings.

(22) To confidentiality of all juvenile court records consistent with existing law.

(23) To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.

(24) At 16 years of age or older, to have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for vocational and postsecondary educational programs, and information regarding financial aid for postsecondary education."

(c) In ensuring the rights of a nonminor dependent, the licensee is not required to permit or take any action that would infringe on the rights of others or impair the health and safety of the nonminor dependent or others in the THPP.

(1) The licensee is not prohibited from taking the following actions for the protection of the nonminor dependent or others in the THPP:

(A) Establishing house rules that include, but are not limited to, rules regarding visitation that shall apply to all visitors.

(B) Locking exterior doors and windows as long as the nonminor dependent can enter or exit the THPP.

(d) At the time of placement, the licensee shall ensure that the nonminor dependent is verbally notified of the rights specified in this section and provided with a written copy of these rights and information regarding agencies the nonminor dependent may contact concerning violations of these rights.

NOTE: Authority cited: Sections 1530, 1531, and 1559.110, Health and Safety Code; Sections16001.9 and 16522, Welfare and Institutions Code; Section 4 of Assembly Bill (AB) 12 (Chapter559, Statutes of 2010); and Section 21 of Assembly Bill (AB) 1695 (Chapter 653, Statutes of 2001). Reference: California Constitution, Article 1, Section 13; Sections 1501, 1501.1, 1502.7(b)(1), 1520, 1530.91, 1531, Health and Safety Code; Sections 361.2(j) - (j)(2), 369.5,727(a)(3), 827, and 16001.9, 16500, and 16522.1, Welfare and Institutions Code; Section 51, Civil Code; and Section 12921, Government Code

EXHIBIT A-11

PARTICIPANT INVENTORY

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

Address: _____ Phone: _____

☐ **Initial Inventory** ☐ **Quarterly Inventory** ☐ **Exit Report**

*CLOTHING (Required):	# NEEDED	REQUESTED/REPLACED
☐ School Outfits (6)		
☐ Casual Outfits (8)		
☐ Employment Outfits (3)		
☐ Regulation P.E. Outfit (1)		
☐ Sweater (1)		
☐ Jacket/Coat (1)		
☐ Belt (2)		
☐ Tennis/School Shoes (1)		
☐ Tennis/Casual Shoes (1)		
☐ Employment Shoes (1)		
☐ T-shirts (4-6)		
☐ Underpants (8)		
☐ Bra Female (2)		
☐ Slip Female (2)		
☐ Pantyhose Female (4-6)		
☐ Socks (8)		
☐ Pajama/Gown (2-4)		
☐ Bathrobe (1)		
☐ Slippers (1)		
☐ Other: _____		

****CLEANING SUPPLIES:**

- ☐ All Purpose Cleaner
- ☐ Scouring Powder
- ☐ Bleach
- ☐ Mildew Remover
- ☐ Sponges
- ☐ Broom
- ☐ Mop & Bucket
- ☐ Paper Towels
- ☐ Glass Cleaner
- ☐ Furniture Polish
- ☐ Dust Cloths
- ☐ Dish Rag (3)
- ☐ Dish Towels (5)
- ☐ Oven Cleaner
- ☐ Other: _____

****PERSONAL HYGIENE:**

- ☐ Facial Tissue
- ☐ Bath Soap
- ☐ Toothbrush/Toothpaste
- ☐ Mouthwash
- ☐ Dental Floss
- ☐ Deodorant
- ☐ Comb
- ☐ Brush
- ☐ Shampoo
- ☐ Hair Care Products
- ☐ Lotion
- ☐ Acne Medication
- ☐ Sanitary Napkins/Tampons (Female)
- ☐ Q-Tips
- ☐ Petroleum Jelly
- ☐ Toilet Paper
- ☐ Other: _____

****FIRST AID:**

- ☐ Sterile Gauze
- ☐ First-Aid Tape
- ☐ Sterile Gauze Pads
- ☐ Cotton Balls
- ☐ Rubbing Alcohol
- ☐ Hydrogen Peroxide
- ☐ Antiseptic Spray
- ☐ Current First Aid Manual (Approved by the American Red Cross, American Medical Association or State/Federal Agency)
- ☐ Other: _____

****LINENS:**

- ☐ Fitted Sheet
- ☐ Flat Sheet
- ☐ Pillowcase
- ☐ Blanket
- ☐ Bedspread
- ☐ Bath Towels (2)
- ☐ Wash Cloths (5)
- ☐ Other: _____

****LAUNDRY SUPPLIES:**

- ☐ Laundry Detergent
- ☐ Bleach
- ☐ Fabric Softener
- ☐ Stain/Spot Remover
- ☐ Laundry Basket
- ☐ Other: _____

NOTES:

* At the initial placement Agency shall request missing items through Participants CSW/DPO. At any other time during the placement, Participant is responsible for replacing necessary items and shall be counseled by agency staff on how to do so.

** Upon initial placement, Contractor has provided you with all of the above FULL-SIZED personal hygiene items listed above. If the Participant shares a unit with other Participant(s), Contractor shall initially supply cleaning items to the unit and Participant(s) will be responsible for them on an as needed basis.

Participant's Signature: _____ Date: _____

Contractor's Signature: _____ Date: _____

DCFS 2281 CLOTHING STANDARD (Revised 2/2005)

When determining the adequacy of clothing, consider the following:

- Special activities clothing for sports/gym, dance, proms, or graduation
- Periods of rapid growth
- Size changes during pregnancy and post delivery
- Frequency of laundering

School uniforms, if applicable, can meet up to 2 outfits of the clothing standard.

Children should begin to participate in the selection and purchases of their clothing as soon as possible. Teens should also participate in the maintenance of their wardrobe (washing, ironing, mending, etc.)

INFANT:	NAME:	NAME:	NAME:	NAME:
2-4 receiving blankets				
2 large blankets				
2 blanket sleepers				
8 one-piece stretch suits and/or 8 outfits for everyday play				
1 outfit for dressy/Sunday/ special occasions				
1 sweater and cap set				
1 pair booties/play shoes				
8 pair socks				
4-6 undershirts				
3 dozen cloth diapers. 1 dozen diaper liners, 2 pairs plastic pants OR 3 dozen disposable diapers				
8 bibs				
1 swimsuit, if applicable				
Meets standard:	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2 YEARS AND OLDER:	NAME:	NAME:	NAME:	NAME:
*outfits				
2-3 pairs of shoes				
Nightwear, bedroom slippers				
2 sweatshirts/sweaters				
1 jacket or coat appropriate to				
1 swimsuit, if applicable				
Meets standard:	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

*4 outfits at initial placement; 7 outfits within 30 days of initial placement, 10 outfits within 60 days of initial placement, 12 outfits within 120 days of initial placement (an outfit includes all necessary undergarments: socks/pantyhose; jeans/pants/slacks/skirts; shirts/t-shirts/blouses; dresses).

EXHIBIT A-12

MONTHLY FINES LOG

☐ THPP ☐ THPP+FC

Agency: _____

Client Name:	Date of Birth:
Date of Entry:	Date of Termination:

Total Fines:	$
Total Credits:	$
Balance Due:	$

Date of Fine:	Fine:	Date of Credit:	Credits	Balance:	Reason for Fine/Outcome:
TOTALS:	$		$	$	
Participant Signature:					
Contractor Signature:					

Totals Fines Incurred by Client:	$
Total Fines Paid by Client	$
Balance Due by Client:	$

EXHIBIT A-13

MONTHLY ALLOWANCE LOG

(THP+FC)

FOR: _____ 20 _____
(MONTH)

AGENCY: _____

PARTICIPANT: _____
(PRINT NAME)

ITEM	AMOUNT RECEIVED	DATE	CLIENT INITIAL	AMOUNT RECEIVED	DATE	CLIENT INITIAL	TOTAL RECEIVED
FOOD	$			$			$
LAUNDRY/ DRYCLEANING	$			$			$
TOILETRIES	$			$			$
CLOTHING	$			$			$
CLEANING SUPPLIES	$			$			$
BUS PASS	$			$			$
RECREATION	$			$			$
SAVINGS (Optional)	$			$			$
MISC.	$			$			$
OTHER:	$			$			$
FINES:	$			$			$
___ Instance for:	($)			($)			($)
INCOME							
SOURCE:	$			$			$
SOURCE: INFANT SUPPLEMENT	$			$			$
TOTAL EXPENSES/INCOME							$

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED AND I AGREE TO ADHERE TO MY MONTHLY BUDGET.

_____
PARTICIPANT'S SIGNATURE DATE

_____
PARTICIPANT'S SIGNATURE DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
$	$	$

I PLAN ON USING MY SAVINGS UPON EMANCIPATION FOR THE FOLLOWING:

_____

_____

_____

_____
AGENCY STAFF DISTRIBUTING ALLOWANCE DATE

_____
AGENCY STAFF DISTRIBUTING ALLOWANCE DATE

PARTICIPANT SAVINGS LEDGER

EXHIBIT A-13a

☐ THPP ☐ THPP+FC

Agency: _____

Client Name:	Date of Birth:
Date of Entry:	Date of Termination:

Beginning Balance:	$
Current Balance:	$
Total Credits:	$
Total Debits:	$
Ending Balance:	$

Date:	Credits:	Debits:	Balance:	Transaction Notes:	
TOTALS:	$	$	$	ACCRUED INTEREST:	$

Ending Balance	$	Date Funds Paid:			
Participant Signature:				Amount Advanced to Client:	$
				Balance Paid to Client:	$
Contractor Signature:				Balance Due to Client:	$

ROUTINE CHORES LOG

☐ THPP ☐ THP+FC

FOR THE WEEK ENDING: _____ 20 _____

AGENCY: _____ UNIT ADDRESS: _____

INITIAL THE APPROPRIATE BOX TO INDICATE THE DAY YOU CLEANED THE ROOM

RESPONSIBLE PARTICIPANT'S NAME	ROOM	MON	TUE	WED	THURS	FRI	SAT	SUN
	BEDROOM 1							
	BEDROOM 2							
	BATHROOM 1							
	BATHROOM 2							
	KITCHEN							
	DINING ROOM							
	LIVING ROOM							
	COMMON AREAS							

EACH OF THE ITEMS IN EACH ROOM MUST BE COMPLETED TO CHECK THE BOXES ABOVE

BEDROOM(S)	BATHROOM(S)	KITCHEN (DAILY)	DINING ROOM (DAILY)
ROOM IS NEAT	SINK CLEAN	SINK AND COUNTERS CLEAN	TABLE CLEAN AND CLEAR
BED IS MADE	TUB/SHOWER CLEAN	DISHES WASHED AND PUT	FLOOR CLEAN
SHEETS/BEDSPREAD/BLANKET	WINDOWS & MIRROR CLEAN	TRASH EMPTIED	WALLS CLEAN
DRAWERS ARE STRAIGHT NO TRASH IN ROOM FLOOR IS	FLOOR CLEAN/MOPPED TOILET CLEAN	CABINETS/WALLS CLEAN STOVE/OVEN CLEAN REFRIGERATOR	WINDOWS AND SILLS CLEAN WINDOW COVERINGS CLEAN/DUSTED FURNITURE DUSTED
FURNITURE DUSTED CLOSET IS NEAT WINDOWS AND SILLS CLEAN	TOWELS CLEAN TRASH EMPTIED	FOOD STORED PROPERLY AND SAFELY FLOOR SWEPT/MOPPED	NO TRASH IN ROOM

LIVING ROOM	COMMON AREAS
FURNITURE CLEAN AND DUSTED	CLEAN AND NEAT
FLOOR VACUUMED	WALKWAYS SWEPT
WINDOWS AND SILLS CLEAN	DOORMAT CLEAN
WINDOW COVERINGS CLEAN	
LIGHT FIXTURES CLEAN	
NO TRASH IN ROOM	
AREA NEAT AND ORDERLY	

I AGREE TO THE ABOVE SCHEDULE:

PARTICIPANT'S SIGNATURE DATE PARTICIPANT'S SIGNATURE DATE

PARTICIPANT'S SIGNATURE DATE PARTICIPANT'S SIGNATURE DATE

MEDICATION DISPENSING LOG

☐ THPP ☐ THP+FC

AGENCY NAME: _____ DATE: _____

PARTICIPANT NAME: _____ CASE #: _____

NAME OF MEDICATION *	DR. NAME	DOSAGE (AMOUNT + TIMES PER DAY, e.g. 1 tablet 3x per day)	QUANTITY PRESCRIBED (e.g. 30 tablets)	PRESCRIBED START DATE	PRESCRIBED END DATE

List any problems/reactions Participant had to above medications: _____

List any medications that the Participant is allergic to: _____

PARTICIPANT'S MEDICATION LOG for each medication listed above must be attached once completed by Participant and reviewed by agency staff. PARTICIPANT'S MEDICATION LOG shall also to be used/attached for all over-the-counter medications.

PARTICIPANT'S MEDICATION LOG

☐ THPP ☐ THP+FC

AGENCY: _____
Please Print

MY NAME: _____
Please Print

TODAY'S DATE	TIME	AMOUNT I TOOK AT THIS TIME (SUCH AS, 2 TABLETS)	MEDICATION NAME	OVER THE COUNTER Yes	No	DR. NAME	MY INITIALS
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
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/ /0__	: AM/PM						
/ /0__	: AM/PM						

AGENCY STAFF REVIEWING INFORMATION: _____ SIGNATURE: _____

PARTICIPANT MUST TRACK EACH MEDICATION PRESCRIBED OR ANY OVER-THE-COUNTER MEDICATION USED.
USE AS MANY SHEETS AS NECESSARY.

EXHIBIT A-18

DAILY EDUCATIONAL LOG

☐ THPP ☐ THP+FC

FOR THE WEEK ENDING: _____ 20 _____
AGENCY: _____
PARTICIPANT: _____

TODAY'S DATE	ACTIVITY	TIME SPENT	INITIALS

MY SIGNATURE BELOW CERTIFIES THAT I HAVE COMPLETED THE ABOVE-DESCRIBED ACTIVITIES IN ORDER TO ACHIEVE MY EDUCATIONAL AND/OR VOCATIONAL GOALS OF:

_____

_____

_____

PARTICIPANT SIGNATURE: _____ DATE: _____

AGENCY STAFF SIGNATURE: _____ DATE: _____

SPECIAL INCIDENT REPORTING GUIDE FOR TRANSITIONAL HOUSING PLACEMENT PROGRAMS (THPP)

The Los Angeles County Department of Children and Family Services (DCFS) has developed this reporting guide. It does not supersede the requirements outlined in California Code of Regulations, Title 22, Sections 80061, and 86061; and the THPP Statement of Work, Section 2.5.

The THPP shall maintain a copy of all reports as required in Sections 1 through 6 of this guide in the child's file. The THPP shall also summarize the information in the child's quarterly reports to the DCFS Children's Social Worker/Probation Department's Deputy Probation Officer. Children's files shall be retained for at least five years following the term of this Agreement or three years from the date of the submission of the final expenditure report in accordance with the Agreement, Section 46.0.

Many of these special incident reporting decisions require good judgment and sound discretion. If in doubt whether to report, the THPP should call the appropriate agency for clarification. Whoever is reporting should be prepared for follow-up questions and have expertise in the reporting procedure.

The THPP shall report special incidents to the DCFS County Program Manager (CPM); Children's Social Worker (CSW)/Deputy Probation Officer (DPO); and Community Care Licensing (CCL) via the **I-Track web-based system** at https://itrack.dcfs.lacounty.gov as specified in the tables below.

If the THPP cannot obtain complete information regarding the incident within the required reporting timeframes, the agency should submit an initial SIR that includes as much information as possible. If the THPP determines that it is necessary to provide additional information about the incident for which an I-Track report has already been submitted, the agency may submit an addendum within seven business days of becoming aware of the incident per the Title 22 requirements noted above. If the I-Track web-based system is off-line, the THPP shall use fax as a substitute per the tables below and resubmit the report via I-Track – noting the date of the previously faxed submission – as soon as it comes back on-line.

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2. **INJURY, ILLNESS OR ACCIDENT**. 2
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5. CHILD ABUSE..... 3
6. AGENCY EMERGENCY/DISASTER..... 4
7. SIGNIFICANT CHANGE IN THPP..... 4

1. **BEHAVIORAL/MENTAL HEALTH INCIDENT** – Incident that adversely affects the physical health, mental health, emotional health, educational well-being or safety of a child.

   Incident **may include, but is not limited to**, the following examples:
   - Assaultive Behavior (Caregiver)
   - Assaultive Behavior (Peer)
   - Assaultive Behavior (Other)
   - Inappropriate Sexual Behavior
   - Medical Related
   - Physical Restraint
   - Police Involvement
   - Property Damage
   - Seclusion
   - Self Injurious Behavior
   - Staff Related
   - Substance Abuse
   - Suicidal Ideation
   - Suicide Attempt
   - Theft

HOW	TO WHOM	WHEN
Telephone	CSW/DPO/SDPO	By the next business day
I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the next business day
	CPM	By the next business day
	CCL	By the next business day

2. **INJURY, ILLNESS OR ACCIDENT** – Incident that results in medical treatment by a health care professional beyond routine medical care, with the exception of planned surgery. *If in doubt, report or call the required agency for clarification.*

   Incident **may include, but is not limited to**, the following examples:
   - Accident
   - Illness
   - Injury
   - Hospitalization (Medical or Psychiatric)

HOW	TO WHOM	WHEN
Telephone	CSW/DPO/SDPO	By the next business day
I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the next business day
	CPM	By the next business day
	CCL	By the next business day

3. **DEATH**

HOW	TO WHOM	WHEN
Telephone	CSW/DPO/SDPO (Agency to confirm that DCFS will contact parent/guardian)	Immediately
	CPHL at (800) 540-4000	Immediately

I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the same business day (if after hours, by the next business day)
	CPM	By the same business day (if after hours, by the next business day)
	CCL	By the next business day

4. **UNAUTHORIZED ABSENCE** – Absence of a child without the permission and supervision of the caregiver which threatens the physical health, emotional health, or safety of the child.

   Incident **may include, but is not limited to**, the following examples:
   - Abduction
   - Runaway

HOW	TO WHOM	WHEN
Telephone	Law Enforcement	Immediately
	CSW (If after hours, call CPHL)/DPO/SDPO	Immediately (if after hours, by the next business day)
I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the same business day (if after hours, by the next business day)
	CPM	By the same business day (if after hours, by the next business day)
	CCL	By the next business day

5. **CHILD ABUSE** – *All personnel are required by law to report known, suspected, or alleged incidents of child abuse as defined in Penal Code Sections 11165-11174.4.*

   Incident **may include, but is not limited to**, the following examples:
   - Neglect (including medical neglect)
   - Physical – an injury purposefully inflicted upon a minor (including corporal punishment and willful cruelty or infliction of unjustifiable pain or punishment)
   - Sexual (including sexual assault, sexual exploitation through pornography or prostitution, sexual activity between minors, and sexual activity between an adult and a minor)
   - Verbal/Emotional

HOW	TO WHOM	WHEN
Telephone	CSW/DPO/SDPO	Immediately
	CPHL	Immediately
	Law Enforcement	Immediately
I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the same business day (if after hours, by the next business day)
	CPM	By the next business day
	CCL	By the next business day

NOTE: Written submission of State Form SS8572, "Suspected Child Abuse Report," within 36 hours is mandatory. Please indicate in the SIR (I-Track) that the SS8572 is forwarded to required parties.

6. **AGENCY EMERGENCY/DISASTER** – Incident that involves the community or physical plant and may have a serious impact on residents or create a potentially dangerous environment.

   Incident **may include, but is not limited to**, the following examples:
   - Earthquake Damage
   - Epidemic
   - Explosion
   - Fire
   - Flood

HOW	TO WHOM	WHEN
Telephone	Local Fire Authority for all fires and explosions (Section 80061(b)(1) of CCR)	Immediately
	Local Health Officer for all epidemic outbreaks (Section 80061(b)(1) of CCR)	Immediately
	CSW/DPO/SDPO	By the next business day
	CPM	By the next business day
	CCL	By the next business day
I-Track (Fax only if I-Track is down)	CSW/DPO/SDPO	By the next business day
	CPM	By the next business day
	CCL	By the next business day

7. **SIGNIFICANT CHANGE IN THPP** – Change in agency's operations which impacts services to children. **NOTE: Agencies are not required to report significant changes in THPPs via I-Track; however, these incidents much be reported per the requirements in the California Code of Regulations Title 22, Sections 80061 and 88061.**

   Incident **may include, but is not limited to**, the following examples:
   - Administration (e.g., Chief Executive Officer, Administrator)
   - Mailing Address
   - Plan of Operation
   - Staffing disruption (e.g., strike or staff shortage)

PROGRESS REPORT

EXHIBIT A-20

☐ THPP ☐ THP+FC

☐ INITIAL ☐ UPDATED REPORT MONTH: _____ 20 ___

AGENCY NAME: _____

Participant Name: _____ Age: _____ Telephone: _____

Address: _____ DOP: _____

Projected Emancipation Date: _____ On Target? ☐ Yes ☐ No

CSW/DPO Telephone: _____

Permanent Adult Connection Telephone: _____

Medical (Last Annual Exam)

Date	Purpose	Outcome	Next Appointment

Medical (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Physical Health: ☐ Good ☐ Fair ☐ Poor

Dental (Last Annual Exam)

Date	Purpose	Outcome	Next Appointment

Dental (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Dental Health: ☐ Good ☐ Fair ☐ Poor

Psychological (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Psychological Health: ☐ Good ☐ Fair ☐ Poor

Social Worker Contacts

Date	Purpose	Contact Type	Outcome

Family/ Friends Contacts

Date	Person Name/Relationship	Contact Type	Outcome

COMPONENT/GOALS	GOAL PROGRESS				COMMENTS
GENERAL	Good	Fair	Poor	Date Completed	
Self-Awareness					
Personal & Family Values					
Sex Roles					
Goal Setting					
Decision Making					
Parenthood					
Sexuality					
STDs					
EDUCATIONEMPLOYMENT					
High School Graduation					
Attendance					
College Entrance Exams					
ROP Training					
Community Training					
Community College Training					
Other:					
EMPLOYMENT					
Resume					
Interview Techniques					
Career Assessments					
Career/Vocational Research					
Number of Job Applications Completed _____					
Apprentice Program Applications Completed _____					
Intern Applications Completed _____					
TRANSPORTATION					
Transportation Routes					
Driver's Education					
Driver's Permit					
Driver's License					
Auto Purchase/Insurance					
CONSUMER LIFE SKILLS					
Budget Adherence					
Clothing Maintenance					
FOOD AND NUTRITION					
Budget Adherence					
Menu Planning/Shopping					
Meal Preparation					
Food Storage					
Food Supply					
MONEY MANAGEMENT					
California Identification Card					
Checking Account					
Savings Account					
Budget Development					
Establishing Credit					
Insurance					
HOUSEHOLD MANAGEMENT					
Unit Maintenance					
Roommate Relationship					
SECURED HOUSING					
Leasing an Apartment					
Furnishings					
Other:					

Education

Does youth possess one of the following? ☐ High School Diploma ☐ GED ☐ No

Check Highest Grade Completed: ☐ 9 / ☐ 10/ ☐ 11/ ☐ 12

Current/ Last School Attended: _____

CAHSEE Math: ☐ Not Taken/ ☐ Passed/ ☐ Not Passed **CHASEE English:** ☐ Not Taken/ ☐ Passed/ ☐ Not Passed

Does youth have an Individual Education Plan? ☐ Yes ☐ No

Does youth possess one of the following? ☐ High School Diploma ☐ GED ☐ Other _____

Date of High School Graduation: _____ Date Passed GED: _____

Current/Last College/Trade School Attended: _____ Units Completed: _____

Employment/Financial Information

Employed? ? ☐ Yes/ ☐ No/ ☐ Full Time/ ☐ Part Time Hours per week: _____

Name of Employer: _____

Address: _____ City: _____ Zip Code: _____

Supervisor: _____ Supervisor's Phone: _____

Date Hired: _____ Hourly Salary: $ _____ Monthly Salary: $ _____

Title and Description of Duties: _____

If not employed, list primary source of income: ☐ General Relief ☐ Social Security Insurance ☐ No Income ☐ Monthly Allowance ☐ Other (Explain): _____

Savings account? ☐ Yes ☐ No Balance: _____

Checking account? ☐ Yes ☐ No Balance: _____

Career/Vocational Goal: _____

Treatment Status

Describe any adjustment issues (related to placement, peers, staff, community, education, employment, etc.), treatment implemented and Participant's response:

Adjustment: _____

Describe the specific treatment plan, including short-tem and long-term goals from above:

Participant's Response: _____

Assessment of unmet needs: _____

Efforts made to meet the needs: _____

Case Plan Update

The following items were noted in the Participant's Case Plan:

_____
_____
_____
_____

The Agency assisted the Participant in working toward the following case goals by:

GOAL:	ASSISTANCE:

The Agency observed progress by the Participant in the following areas:

_____
_____
_____
_____

The Agency assisted the Participant in COMPLETING the following case goals by:

GOALS COMPLETED:	ASSISTANCE:	DATE:

Recommendations for Case Plan Update: _____

_____
_____
_____
_____

If the Participant exited, complete this section. The Participant exited during _____ *day of the month.*

The Participant ☐ *completed* ☐ *did not complete the Program.*

The Participant exited to (destination)

The Participant ☐ *was* ☐ *was not employed at exit.*

How can the Participant be contacted (list phone number, address, emergency contact, etc.)?

_____

All of the above has been discussed with me. _____
Participant's Signature

_____ _____
Staff Signature Date

PARTICIPANT MONTHLY SURVEY

EXHIBIT A-21

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

Address: _____ Phone: _____

Instructions: You must complete this survey each month that you participate in the Program.
Please select and date **all trainings received** this month.

EMPLOYMENT TRAINING:	**HANDOUTS PROVIDED**	
☐ How to Find a Job/Resources	☐ Yes ☐No	Date: _____
☐ Writing a Resume	☐ Yes ☐No	Date: _____
☐ Complete a Master Application	☐ Yes ☐No	Date: _____
☐ Applying for a Job	☐ Yes ☐No	Date: _____
☐ Writing a Cover Letter	☐ Yes ☐No	Date: _____
☐ Getting a Reference/Reference Letter	☐ Yes ☐No	Date: _____
☐ Dressing for an Interview	☐ Yes ☐No	Date: _____
☐ Interviewing Skills	☐ Yes ☐No	Date: _____
☐ Writing Thank You Letters After an Interview	☐ Yes ☐No	Date: _____
☐ Updating Your Resume/Master Application	☐ Yes ☐No	Date: _____
☐ Getting a Promotion	☐ Yes ☐No	Date: _____
☐ Finding a Better Job	☐ Yes ☐No	Date: _____
☐ Getting an Apprentice Position	☐ Yes ☐No	Date: _____
☐ Career/Vocational Exploration	☐ Yes ☐No	Date: _____
☐ Career Assessments	☐ Yes ☐No	Date: _____

☐ Other Trainings/Comments: _____

_____

_____

TRANSPORTATION:	**HANDOUTS PROVIDED**	
☐ Local Transportation	☐ Yes ☐No	Date: _____
☐ Bus Tokens	☐ Yes ☐No	Date: _____
☐ Bus Pass/Rail Pass	☐ Yes ☐No	Date: _____
☐ Buying a Car	☐ Yes ☐No	Date: _____
☐ Car Maintenance	☐ Yes ☐No	Date: _____
☐ Auto Insurance	☐ Yes ☐No	Date: _____
☐ Driver's License	☐ Yes ☐No	Date: _____
☐ Auto Financing	☐ Yes ☐No	Date: _____
☐ Californian ID	☐ Yes ☐No	Date: _____
☐ Car Registration	☐ Yes ☐No	Date: _____
☐ Smog Checks	☐ Yes ☐No	Date: _____
☐ State Programs for Smog Check	☐ Yes ☐No	Date: _____
☐ Bureau of Automotive Repair (BAR)	☐ Yes ☐No	Date: _____
☐ Finding a Mechanic	☐ Yes ☐No	Date: _____
☐ Alternate Transportation	☐ Yes ☐No	Date: _____

☐ Other Trainings/Comments: _____

_____

_____

PARTICIPANT MONTHLY SURVEY EXHIBIT A-21

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

Address: _____ Phone: _____

PREGNANCY/PARENTING: **HANDOUTS PROVIDED**

☐ Birth Control/Safe Sex ☐ Yes ☐No Date: _____
☐ Family Planning ☐ Yes ☐No Date: _____
☐ Parenting/Co-Parenting ☐ Yes ☐No Date: _____
☐ Child Care/Child Safety ☐ Yes ☐No Date: _____
☐ Nutrition ☐ Yes ☐No Date: _____
☐ Family Law ☐ Yes ☐No Date: _____
☐ Other Trainings/Comments: _____

MEDICAL/DENTAL: **HANDOUTS PROVIDED**

☐ Using a Medi-Cal Card ☐ Yes ☐No Date: _____
☐ Making an Appointment with a Doctor ☐ Yes ☐No Date: _____
☐ Calling for Emergency Medical Care ☐ Yes ☐No Date: _____
☐ First Aid Training ☐ Yes ☐No Date: _____
☐ Making a Dentist Appointment ☐ Yes ☐No Date: _____
☐ Calling for Emergency Dental Care ☐ Yes ☐No Date: _____
☐ Getting Private Health Insurance after Transition ☐ Yes ☐No Date: _____
☐ Health Care Deductibles ☐ Yes ☐No Date: _____
☐ Supplemental Insurance ☐ Yes ☐No Date: _____
☐ Life Insurance ☐ Yes ☐No Date: _____
☐ Common Aches and Pains ☐ Yes ☐No Date: _____
☐ When to Call a Doctor/Dentist ☐ Yes ☐No Date: _____
☐ Age Appropriate CPR Training (if you have a child) ☐ Yes ☐No Date: _____
☐ Other Trainings/Comments: _____

FOOD PREPARATION/NUTRITION: **HANDOUTS PROVIDED**

☐ Meal/Menu Preparation ☐ Yes ☐No Date: _____
☐ Nutrition and/or Special Diets ☐ Yes ☐No Date: _____
☐ Food Storage ☐ Yes ☐No Date: _____
☐ Food Management/Maintenance ☐ Yes ☐No Date: _____
☐ Kitchen Hygiene ☐ Yes ☐No Date: _____
☐ Safely Preparing/Cooking Food ☐ Yes ☐No Date: _____
☐ Cooking Lessons ☐ Yes ☐No Date: _____
☐ Comparison Shopping ☐ Yes ☐No Date: _____
☐ Other Trainings/Comments: _____

PARTICIPANT MONTHLY SURVEY EXHIBIT A-21

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

UNIT:	HANDOUTS PROVIDED		
☐ Using Household Chemicals	☐ Yes	☐No	Date: _____
☐ Washing Dishes	☐ Yes	☐No	Date: _____
☐ Mopping Floors	☐ Yes	☐No	Date: _____
☐ Cleaning/Disinfecting a Bathroom	☐ Yes	☐No	Date: _____
☐ Cleaning/Disinfecting a Kitchen	☐ Yes	☐No	Date: _____
☐ Minor Household Repairs	☐ Yes	☐No	Date: _____
☐ Sorting/Washing Laundry	☐ Yes	☐No	Date: _____
☐ Calling for Help in an Emergency	☐ Yes	☐No	Date: _____
☐ Using a Fire Extinguisher	☐ Yes	☐No	Date: _____
☐ Responding in an Earthquake	☐ Yes	☐No	Date: _____
IN MY UNIT I HAVE:			
☐ Drawer Space of My Own	☐ Yes	☐No	Date: _____
☐ Closet Space for My Clothes and Other Items	☐ Yes	☐No	Date: _____
☐ A Working Carbon Monoxide Detector in the Hall(s)	☐ Yes	☐No	Date: _____
☐ A Working Smoke Detector in the Hall(s)	☐ Yes	☐No	Date: _____
☐ A Working Smoke Detector in My Bedroom	☐ Yes	☐No	Date: _____
☐ My Chore List Posted	☐ Yes	☐No	Date: _____
☐ Chores that are Rotated Roommates and Me	☐ Yes	☐No	Date: _____
☐ Furniture in Good and Safe Condition	☐ Yes	☐No	Date: _____
☐ A Clean and Safe Unit	☐ Yes	☐No	Date: _____
☐ Received Training to Keep My Unit Safe/Clean	☐ Yes	☐No	Date: _____
☐ Food Storage Areas of My Own	☐ Yes	☐No	Date: _____
☐ Access to a Working Washer/Dryer	☐ Yes	☐No	Date: _____
☐ Suitable Window Coverings	☐ Yes	☐No	Date: _____

☐ Other Trainings/Comments: _____

PERSONAL CARE:	HANDOUTS PROVIDED		
☐ Replacing Personal Care Items	☐ Yes	☐No	Date: _____
☐ Personal Hygiene	☐ Yes	☐No	Date: _____
☐ Caring for Your Personal Care Items	☐ Yes	☐No	Date: _____
☐ Using Over the Counter Medication	☐ Yes	☐No	Date: _____
☐ First Aid	☐ Yes	☐No	Date: _____
☐ Emergency/Natural Disaster Training	☐ Yes	☐No	Date: _____

☐ Other Trainings/Comments:

MONEY MANAGEMENT:	HANDOUTS PROVIDED		
☐ Budgeting	☐ Yes	☐No	Date: _____
☐ Managing My Allowance	☐ Yes	☐No	Date: _____
☐ How to Open a Savings/Checking Account	☐ Yes	☐No	Date: _____

☐ Other Trainings/Comments: _____

PARTICIPANT MONTHLY SURVEY EXHIBIT A-21

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

TRAINING/RESOURCES:

HANDOUTS PROVIDED

☐ Time Management	☐ Yes	☐ No	Date: _____
☐ Study Skills	☐ Yes	☐ No	Date: _____
☐ Educational Goals	☐ Yes	☐ No	Date: _____
☐ Basic Computer Skills	☐ Yes	☐ No	Date: _____
☐ Educational Enrichment Program (2 hrs./day)	☐ Yes	☐ No	Date: _____
	☐ Yes	☐ No	Date: _____

RECREATION/LEISURE:

Did you participate in any of the following activities? **Did the Agency offer access to the activities?**

☐ Reading Material	☐ Yes	☐ No	Date: _____
☐ Games	☐ Yes	☐ No	Date: _____
☐ Radio	☐ Yes	☐ No	Date: _____
☐ Television	☐ Yes	☐ No	Date: _____
☐ VCR/DVD	☐ Yes	☐ No	Date: _____
☐ VHS/DVD Movies	☐ Yes	☐ No	Date: _____
☐ Movies	☐ Yes	☐ No	Date: _____
☐ Concerts	☐ Yes	☐ No	Date: _____
☐ Sporting Events	☐ Yes	☐ No	Date: _____
☐ Park/Beach	☐ Yes	☐ No	Date: _____
☐ Cultural Events	☐ Yes	☐ No	Date: _____
☐ Museums	☐ Yes	☐ No	Date: _____
☐ Art Exhibits	☐ Yes	☐ No	Date: _____
☐ Theater	☐ Yes	☐ No	Date: _____
☐ Community Events	☐ Yes	☐ No	Date: _____

☐ Other/Comments: _____

Miscellaneous:

I Have:

☐ Adequate/Appropriate Clothing	☐ Yes	☐ No	Date: _____
☐ 3 Outfits Suitable for Employment	☐ Yes	☐ No	Date: _____
☐ A Social Security Card	☐ Yes	☐ No	Date: _____
☐ CA State ID/Driver's License	☐ Yes	☐ No	Date: _____
☐ A Personal Savings/Checking Account	☐ Yes	☐ No	Date: _____
☐ Gainful Employment	☐ Yes	☐ No	Date:

☐ My Allowance is Enough to Meet My Needs

I would like additional training in the following areas:

_____

_____

_____

Participant's Signature: _____ Date: _____

Contractor's Signature: _____ Date: _____

DECLARATION OF COMPLIANCE REPORT

EXHIBIT A-22

☐ THPP ☐ THP+FC

TO BE COMPLETED WHENEVER CONTRACTOR'S STAFF RECEIVES TRAINING

AGENCY: _____ TODAY'S DATE: _____

IN-SERVICE TRAINING RECEIVED THIS MONTH

MONTH/ DAY	TOPIC	NUMBER OF HOURS	PRESENTER	CREDENTIALS	NUMBER OF STAFF IN ATTENDANCE	HANDOUTS/ MATERIAL PROVIDED (Y OR N)

TRAINING DESCRITION: _____

_____

TRAINING START TIME: _____ STOP TIME: _____

PERSON(S) CONDUCTING TRAINING:

NAME	TITLE OR POSITION	COMPANY/AGENCY NAME	ADDRESS	TELEPHONE

STAFF IN ATTENDANCE:

	STAFF NAME	POSITION	WORK LOCATION/ADDRESS	SIGNATURE	DATE
1					
2					
3					
4					
5					
6					
7					

TOTAL NUMBER IN ATTENDANCE: _____ PROGRAM DIRECTOR SIGNATURE: _____

ADD ADDITIONAL PAGES IF NECESSARY

DECLARATION OF COMPLIANCE REPORT

EXHIBIT A-22

☐ THPP ☐ THP+FC

FOR THE MONTH OF: _____ 20 _____

AGENCY: TODAY'S DATE:

MONTHLY SOCIAL WORK, SOCIAL WORK SUPERVISOR AND DIRECT CARE STAFFING REPORT

POSITION	F/T OR P/T	NAME	ADDRESS	PHONE	DIRECT CARE		CERTIFIED		DECERT DATE	VOLUNTEER Y OR N
					YES	NO	YES	NO		

MONTHLY STAFFING SCHEDULE FOR EACH 24 HOUR PERIOD FOR ALL STAFF

POSITION	PAID Y/N	STAFF NAME	MON HRS	TUE HRS	WED HRS	THU HRS	FRI. HRS	SAT HRS	SUN HRS	DIRECT CARE Y/N	CERTIFIED Y/ N

PROGRAM DIRECTOR: _____ DATE: _____

Signature:

DECLARATION OF COMPLIANCE REPORT

EXHIBIT A-22

☐ THPP ☐ THP+FC

TO BE COMPLETED MONTHLY BY ALL CONTRACTOR STAFF RESPONSIBLE FOR SERVICES AND DELIVERY

MY SIGNATURE BELOW INDICATES MY AGREEMENT TO COMPLY WITH ALL REGULATIONS WHICH APPLY TO THE PROGRAM

NAME PLEASE PRINT	POSITION	PAID Y/N	DIRECT CARE Y/N	SIGNATURE	DATE

PROGRAM DIRECTOR SIGNATURE: DATE:

CERTIFIED EMPLOYEES / VOLUNTEERS REPORT

☐ THPP ☐ THP+FC

AGENCY: _____ DATE: _____

AGENCY STAFF IS NOT ALLOWED UNDER ANY CIRCUMSTANCES TO HAVE DIRECT CONTACT WITH YOUTH UNTIL CERTIFICATION IS COMPLETED.

EMPLOYEE/VOLUNTEER NAME *	DATE BACKGROUND CHECK	CLEAR Y/N	DATE OF CHILD ABUSE INDEX	CLEAR Y/N	EDUCATION/ EXPERIENCE VERIFIED Y/N	POSITION	START DATE	HRS PER WEEK	PAID POSITION Y/N

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.

_____ _____ _____

PROGRAM DIRECTOR'S SIGNATURE PRINT NAME TODAY'S DATE

*PAGE TWO OF THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED TO COUNTY'S PROGRAM MANAGER FOR EACH EMPLOYEE/VOLUNTEER LISTED ABOVE.

CERTIFIED EMPLOYEES / VOLUNTEERS REPORT

EXHIBIT A-23

☐ THPP ☐ THP+FC

AGENCY: _____

PRINT EMPLOYEE/VOLUNTEER NAME	WORK LOCATION	POSITION

EMPLOYEE/ VOLUNTEER SIGNATURE	DATE

PROJECT ADMINISTRATOR SHALL ENSURE THAT **EACH** EMPLOYEE/ VOLUNTEER LISTED ON PAGE ONE (1) COMPLETES AND SIGNS THE ABOVE THEIR OWN FORM.

DECERTIFICATION REPORT EXHIBIT A-24

☐ THPP ☐ THP+FC

AGENCY: _____ DATE: _____

THE FOLLOWING STAFF HAS BEEN DECERTIFIED:

STAFF NAME	POSITION	PAID Y/N	LOCATION	DATE DE-CERTIFIED	STILL EMPLOYED Y/N	NEW POSITION	LAST DAY OF DIRECT CONTACT WITH YOUTH

THE ABOVE STAFF SHALL NOT HAVE DIRECT CONTACT WITH ANY YOUTH.

_____ _____ _____

PROGRAM DIRECTOR'S SIGNATURE PRINT NAME TODAY'S DATE

QUARTERLY REPORT

EXHIBIT A-25

☐ THPP ☐ THP+FC

☐ Jan. 01- Mar. 31 ☐ Apr. 01- June 30 ☐ July 01- Sep. 30 ☐ Oct. 01 – Dec. 31

AGENCY NAME: _____ DATE: _____

Participant Name: _____ Age: _____ Telephone: _____

Address: _____ DOP: _____

Projected Emancipation Date: _____ On Target? ☐ Yes ☐ No

CSW/DPO: _____ Telephone: _____

Permanent Adult Connection: _____ Telephone: _____

Medical (Last Annual Exam)

Date	Purpose	Outcome	Next Appointment

Medical (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Physical Health: ☐ Good ☐ Fair ☐ Poor

Dental (Last Annual Exam)

Date	Purpose	Outcome	Next Appointment

Dental (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Dental Health: ☐ Good ☐ Fair ☐ Poor

Psychological (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment

Overall Psychological Health: ☐ Good ☐ Fair ☐ Poor

Social Worker Contacts

Date	Purpose	Contact Type	Outcome

Family/ Friends Contacts

Date	Person Name/Relationship	Contact Type	Outcome

COMPONENT/GOALS	GOAL PROGRESS				COMMENTS
GENERAL	**Good**	**Fair**	**Poor**	**Date Completed**	
Self-Awareness					
Personal & Family Values					
Sex Roles					
Goal Setting					
Decision Making					
Parenthood					
Sexuality					
STDs					
EDUCATIONEMPLOYMENT					
High School Graduation					
Attendance					
College Entrance Exams					
ROP Training					
Community Training					
Community College Training					
Other:					
EMPLOYMENT					
Resume					
Interview Techniques					
Career Assessments					
Career/Vocational Research					
Number of Job Applications Completed _____					
Apprentice Program Applications Completed _____					
Intern Applications Completed _____					
TRANSPORTATION					
Transportation Routes					
Driver's Education					
Driver's Permit					
Driver's License					
Auto Purchase/Insurance					
CONSUMER LIFE SKILLS					
Budget Adherence					
Clothing Maintenance					
FOOD AND NUTRITION					
Budget Adherence					
Menu Planning/Shopping					
Meal Preparation					
Food Storage					
Food Supply					
MONEY MANAGEMENT					
California Identification Card					
Checking Account					
Savings Account					
Budget Development					
Establishing Credit					
Insurance					
HOUSEHOLD MANAGEMENT					
Unit Maintenance					
Roommate Relationship					
SECURED HOUSING					
Leasing an Apartment					
Furnishings					
Other:					

Education

Does youth possess one of the following? ☐ High School Diploma ☐ GED ☐ No

Check Highest Grade Completed: ☐ 9 / ☐ 10/ ☐ 11/ ☐ 12

Current/ Last School Attended: _____

CAHSEE Math: ☐ Not Taken/ ☐ Passed/ ☐ Not Passed **CHASEE English:** ☐ Not Taken/ ☐ Passed/ ☐ Not Passed

Does youth have an Individual Education Plan? ☐ Yes ☐ No

Does youth possess one of the following? ☐ High School Diploma ☐ GED ☐ Other _____

Date of High School Graduation: _____ Date Passed GED: _____

Current/Last College/Trade School Attended: _____ Units Completed: _____

Employment/Financial Information

Employed? ? ☐ Yes/ ☐ No/ ☐ Full Time/ ☐ Part Time Hours per week: _____

Name of Employer: _____

Address: _____ City: _____ Zip Code: _____

Supervisor: _____ Supervisor's Phone: _____

Date Hired: _____ Hourly Salary: $ _____ Monthly Salary: $ _____

Title and Description of Duties: _____

If not employed, list primary source of income: ☐ General Relief ☐ Social Security Insurance ☐ No Income
☐ Monthly Allowance ☐ Other (Explain): _____

Savings account? ☐ Yes ☐ No Balance: _____

Checking account? ☐ Yes ☐ No Balance: _____

Career/Vocational Goal: _____

Treatment Status

Describe any adjustment issues (related to placement, peers, staff, community, education, employment, etc.), treatment implemented and Participant's response:

Adjustment: _____

Describe the Participant progress in meeting the treatment goals:

Describe the Participant's views of their successes in meeting goals, as well as barriers identified that hinder success:

Assessment of unmet needs: _____

Efforts made to meet the needs: _____

Case Plan Update

The following items were noted in the Participant's Case Plan:

The Agency assisted the Participant in working toward the following case goals by:

GOAL:	ASSISTANCE:

The Agency observed progress by the Participant in the following areas:

The Agency assisted the Participant in COMPLETING the following case goals by:

GOALS COMPLETED:	ASSISTANCE:	DATE:

Recommendations for Case Plan Update:

Life Skills Training

The Agency assisted the Participant in COMPLETING the following LST subjects (Minimum 240 minutes per month): List the skills the Participant acquired as a result of the training.

TRAININGS COMPLETED:	LENGTH:	SKILLS AQUIRED:	DATE:

If the Participant exited, complete this section. *The Participant exited during* _____ *day of the month.*

The Participant ☐ *completed* ☐ *did not complete the Program.*

The Participant exited to (destination)

The Participant ☐ *was* ☐ *was not employed at exit.*

How can the Participant be contacted (list phone number, address, emergency contact, etc.)?

All of the above has been discussed with me. _____

Participant's Signature

_____ _____

Staff Signature Date

ANNUAL REPORT FOR FY/FFY 20____ EXHIBIT A-26

☐ THPP ☐ THP+FC

<u>IF ANYTHING LEFT BLANK: please attach a full explanation for each incomplete question and how you propose to begin capturing this data.</u>**

Please indicate the number of participants served that apply to each category

Part I

Category	CY Jan 1-Dec 31	FFY Oct 1-Sept 30
YOUTH PARTICIPATION		
a. How many youth entered during the year?		
b. How many youth exited during the year?		
c. How many youth are continuing Participation from previous year?		
d. How many youth are participating who came from another county?		
e. How many youth completed the two-year program in previous year?		
Number of providers of THP+FC services		

Part II

Category		
Ethnicity		
a. American Indian or Alaskan Native		
b. Asian		
c. Black or African American		
d. Hispanic or Latino		
e. Pacific Islander		
f. White		
g. Other (not listed above, please input here)		
Gender breakdown		
a. Male		
b. Female		
Lesbian, Gay, Bisexual, Transgender, or Questioning		
Parenting Teens		
Youth with Disabilities		

Part III

1. How many youth in your county were eligible for ILP participation?		
2. How many youth in care received ILP services last year?		
3. How many Tribal youth participated in the program?		
4. How many youth under 16 years old were served?		
5. How many youth who participated in services came from another state?		

Part IV

	CY Jan 1-Dec 31	FFY Oct 1-Sept 30
6. How many youth were eligible to receive aftercare?		
7. How many youth received after care services?		
8. How many youth who received after care services came from out-of-state?		
9. How many of these youth received:		
a. Social Security Income funds		
b. Scholarship funds		
c. Stipend funds		
d. Temporary Assistance for Needy Families funds		
e. Food stamps		
f. Chafee room and board		
g. Other funds		
10. How many of these youth:		
a. Graduated from high school		
b. Attended post-secondary educational institution or received vocational training		
c. Were employed part-time or full-time		
11. How many youth reported they had at least one adult they could depend on for emotional support and/or guidance?		
12. How many youth reported that they have experienced a period of time when they did not have enough money to buy food or cover other basic needs?		
13. How many youth who received aftercare services during the reporting period received their health, including mental health, records at the time of discharge from foster care?		
14. How many youth in aftercare during the reporting period had health insurance during the entire reporting period?		
15. How many youth receiving after care services became incarcerated during the reporting period?		

Part V

Category	CY Jan 1-Dec 31	FFY Oct 1-Sept 30
Educational and/or Vocational Training		
How many youth have the goal of or are currently participating in the following programs?		
a. Enrolled in a General Education (GED) Program		
b. Completed a GED Program		
c. College		
d. Vocational Training		
e. Military		
f. Other (If Other, enter types of training in comment section)		
g. How many did not graduate or receive a GED prior to emancipation?		
Employment		
a. How many youth were employed prior to participating in the program?		
b. How many youth found employment as the result of receiving transitional housing services?		
c. How many youth were employed upon exiting the program?		
d. How many youth were not able to participate in employment?		
e. How many youth participated in some sort of apprenticeship		
f. How many youth worked in a volunteer capacity?		
Housing		
a. How many youth were homeless prior to entering the program?		
b. How many came from temporary housing/emergency shelter care?		
c. How many youth came from a temporary living arrangement with a friend or relative?		
d. How many youth were homeless upon exiting the program?		

AGENCY MONTHLY REPORT

EXHIBIT A-27

☐ THPP ☐ THP+FC

Agency Name: _____ Report Month: _____

Facility Overview							
Number of Beds:		Number of Exits:		Planned:		Unplanned:	
Total Number of Participants:		THP+FC:		THP+:		THP:	SILP:
LA County:		Transition in Place:		Own Housing:		College Dorm:	Family:
Out of County:		Incarcerated:		Alcohol/Drug Treatment:		Psychiatric Hospital:	Unknown:
Number of Entries:		Other:					

Compliance Documents:	Expiration Date:	Expiration Date:	Expiration Date:	Expiration Date:
General Liability Insurance				
Automobile Insurance				
Workers' Compensation Insurance				
Personal Liability Insurance				
Rental Insurance				
Certificates of Compliance				
Annual Community Care Licensing Facility Evaluation Report				

Staffing Overview								
		Check all that Apply			Number		Training Completed	
Name	Position	THPP	THP+ FC	THP+	Staff Supervised	Youth on Caseload	Monthly:	YTD:
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				
		☐	☐	☐				

Staff Signature _____ Title _____ Date _____

Recruitment:	Case Conferences:		
Interviews attended: ☐	Initial Case Conference: ☐	6-Month Case Conference: ☐	Stabilization: ☐
Potential Applicants Recruited: ☐	Pregnant/ Parenting Teen: ☐	90-Day Transition: ☐	Other: ☐

New Hires:

Did the Agency Hire New Staff? ☐ Yes ☐ No (If Yes, List Below)

1. _____ 2. _____
3. _____ 4. _____
5. _____ 6. _____

Decertification:

Did the Agency Decertify Any Staff? ☐ Yes ☐ No (If Yes, List Below)

1. _____ 2. _____
3. _____ 4. _____
5. _____ 6. _____

YOUTH PARTICIPATION	Month	YTD
Number of participants in the program		
Number of female participants		
Number of male participants		
Number of 16 year old participants		
Number of 17 year old participants		
Number of 18 year old participants		
Number of 19 year old participants		
Number of 20 year old participants		
Number of 21 year old participants		

Age Alerts:	Month	YTD
Number of 17.5 year old participants		
Number of 20.5 year old participants		

Serious Incident Reports (SIRs)	Month	YTD
Number of SIRs completed		

EFC/PC Participants [(5 Criteria for AB-12 EFC) (THP+FC Only)]:	Month	YTD
1. Attend High School or a GED Equivalent Program		
2. Attend College/Vocational School at Least Half –Time		
3. Have a Job Working At Least 80 Hours per Month		
4. Participate In a Program or Activity Designed To Remove Barriers to Employment		
5. Have a Medical/Mental Condition That Prevents Them From Participating In One of the Above		

Employment:	Month	YTD
Number of Full-Time Employees		
Number of Part-Time Employees		
Number of Unemployed		
Number Attending Employment Training		
Number Actively Seeking Employment		
Number Volunteering Their Service		

Education:	Month	YTD
Attend High School or a GED Equivalent Program		
Completed High School or a GED Equivalent Program		
Attend Vocational School		
Attend a 2-Year College		
Attend a 4-Year College/University		
Completed Vocational School		
Completed a 2-Year College		
Completed a 4-Year College/University		

Employment:	Month	YTD
Number of Full-Time Employees		
Number of Part-Time Employees		
Number of Unemployed		
Number Attending Employment Training		
Number Actively Seeking Employment		
Number Volunteering Service		

Family Planning:	Month	YTD
Number of Expectant Mothers		
Number of Expectant Fathers		
Number of Parenting Mothers		
Number of Parenting Fathers		
Number of Participants Attending CPR Training for Pregnant/Parenting (Combine mothers and fathers)		
Number of Participants who Completed CPR Training for Pregnant/Parenting (Combine mothers and fathers)		

Life Skills (240 Minutes Per Month)	Month	YTD
Number of Participants Completing 240 Minutes		
Number of Participants for each and List Topics Covered		
1.		
2.		
3.		
4.		

Number of Participants NOT Completing 240 Minutes

List Participants	Minutes Needed	Topic(s) Missed	Reason for Not Completing

Recreational Activities:	Month	YTD
Number of Recreational Activities Offered:		
Number of Participants Attending Recreational Activities:		
Number of Participants for Each and List Each Activity:		
1.		
Transportation Provided: ☐ Yes ☐ No	Agency Incurred Expense: ☐ Yes ☐ No ☐ Free	
2.		
Transportation Provided: ☐ Yes ☐ No	Agency Incurred Expense: ☐ Yes ☐ No ☐ Free	
3.		
Transportation Provided: ☐ Yes ☐ No	Agency Incurred Expense: ☐ Yes ☐ No ☐ Free	
4.		
Transportation Provided: ☐ Yes ☐ No	Agency Incurred Expense: ☐ Yes ☐ No ☐ Free	

Participant Summary:

Agency Name: _____ Date: _____

Unit Address: _____
Street Address Apt # City Zip

Site Supervisor Name: _____ Phone Number: _____

Participant Name	Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Staff Signature _____ Date _____

Unit Address: _____
Street Address Apt # City Zip

Site Supervisor Name: _____ Phone Number: _____

Participant Name	Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Staff Signature _____ Date _____

Unit Address: _____
Street Address Apt # City Zip

Site Supervisor Name: _____ Phone Number: _____

Participant Name	Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Staff Signature _____ Date _____

*Attach Additional Pages if Necessary

Procedural Guide

0500-501.20

RELEASE OF DCFS CASE RECORDS TO SERVICE PROVIDERS

Date Issued: **08/09/10**

☐ New Policy Release

☒ Revision of Existing Procedural Guide 0500-501.20, Release of DCFS Case Records to Service Providers, dated 09/01/06

Revision Made: **NOTE**: Current Revisions are Highlighted

Non-substantive revisions have been made to this Procedural Guide.

Cancels: None

DEPARTMENTAL VALUES

The procedures set forth in this Procedural Guide support the priority outcomes of safety for children, improved timelines to permanency. ~~By~~ Having policy and procedures on the sharing of case record information to service providers enhances the abilities of service providers to meet the needs of each child which supports child safety and placement stability which leads to timely permanency.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

OPERATIONAL IMPACT

Pursuant to Welfare and Institutions Code Section 827, Los Angeles Superior Court and Administratively Unified Courts Court Rules 17.1, and the Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access dated July 11, 2006 all service providers (this includes caregivers, doctors, dentists, psychologists, and therapists/counselors) are entitled to access all case records/information necessary to assist service providers in the development and implementation of the child's and family's service plan improving their ability to provide ~~our~~ children with competent and comprehensive care and support the Department's efforts for reunification and permanence.

This Procedural Guide does not apply to cases involving the placement of a child in an adoptive home. See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents.

A medical or mental health service provider may need to have access to juvenile case information, including the child's psychological records, medical/dental records, school records, court ordered visitation plan with family members, as well as family and placement information. Such information may be provided where it is determined that a medical or mental health service provider is providing treatment or supervision of a child. For instance, selected portions of a child's school records may be considered for release to a medical doctor where the child's school performance is being monitored in order to adjust a medication regimen. A medical or mental health service provider may not have access to any child abuse reports or the identity of the reporting party, attorney-client privileged information or any information regarding unrelated children contained in any case record documentation. Please see Procedural Guide 0500-501.20 Release of DCFS Case Records to Services Providers; Procedural Guide 0500-501.10 Releasing DCFS Case Record Information; and Welfare and Institutions Code Section 827, subdivision (k). See FYI 10-41, Exchanging Information with Health Care Treatment Providers.

If a CSW or SCSW has any questions or concerns regarding the release of information to any service provider, (s)he shall confer with the County Counsel assigned to the case.

Procedures

A. WHEN: A CAREGIVER REQUESTS CASE RECORDS

The term "caregiver" specifically includes foster family agencies (FFAs), group homes, foster parents, relative caregivers, non-relative extended family members and foster/adopt placements.

When attempting to locate a potential placement for a child, the CSW shall discuss the child's needs with a potential caregiver without disclosing the child's name or other personally identifying information.

Once a placement has been secured for a child, a DCFS 4389 is not required in order to release the DCFS 709. However, if the caregiver requires additional information, SCSW approval and a signed DCFS 4389 are required. A summary of case records that is to be released to a caregiver includes, but is not limited to:

1) school records;

NOTE: The DCFS 1399 is to be provided to the caregiver no later that 30 days after the initial placement. The summary shall include but not be limited to, the names and addresses of the child's educational provider, grade level performances and immunization records. A child's grade transcripts, individualized education plans (IEP) may be provided to that placement. For each subsequent placement, CSWs shall provide a current summary within 48 hours of placement.

2) information about a child's known dangerous past behavior;

3) the child's needs and assessment records;

4) routine medical/dental records pertinent to maintaining the health and safety of the child while in the caregiver's care;

NOTE: CSWs shall provide the caregiver with the child's current health summary. The summary shall include, but not be limited to, the name and address of the child's health and dental provider, known allergies and medical problems, current medication, past health problems and hospitalizations.

5) Psychological evaluations and mental health records if pertinent to maintaining the health and safety of the child while in the caregiver's care;

NOTE: CSWs may discuss the child's mental health records which includes but is not limited to, relevant mental health history, known mental health condition and medications, a multidisciplinary team member (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist), who has the responsibility for the child's medical or psychological care. A summary of the mental health records may be released to the multidisciplinary team once it has been established that such a team has been appointed and/or that the staff is part of the team as specified in WIC 18951.

CSWs must obtain the consent of the child, if the child is 12 years old or older or the consent of the child's attorney, if the child is younger than 12 years of age , in order to provide mental health records to a professional (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist) who does have the medical or psychological responsibility for

the child's care where the child is placed.

CSWs must obtain the consent of the child if the child is 12 years or older, or the consent of the child's attorney if the child is younger than 12 years of age, in order to provide mental health records to any other representative where the child is placed.

CSWs must obtain the consent of the juvenile court if the parent or legal guardian of a child 11 years of age or younger is whereabouts' are unknown, if they are unable or refuse to sign the consent.

See Procedural Guide 0600-500.20, Protected Health Information/ Medical Information: Access and Sharing, for more information.

6) HIV/AIDS information if pertinent to maintaining the health and safety of the child while in the caregiver's care. For information regarding the release of HIV/AIDS records/information, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information;

7) family history if pertinent to maintaining the health and safety of the child while in the caregiver's care;

8) placement history if pertinent to maintaining the health and safety of the child while in the caregiver's care;

9) treatment plans for the child;

10) minute orders and court reports, (including the visitation plan for the child with his/her parents/guardians, relatives and siblings), CSWs may provide minute orders and visitation plans to the extent the minute order and visitation plan contain information concerning the child placed in the home of the caregiver. However, information that reference siblings or other third parties (including but not limited to parents, relatives, and other caregivers), who are not part of the visitation or case plan must be redacted.

The CSW shall not routinely release court reports to a caregiver. If the CSW feels that the caregiver's ability to provide competent care for the child would be significantly enhanced by providing information contained in a court report or minute order, the CSW shall provide the relevant information orally or transfer the information to another document such as the DCFS 709. However, information related to siblings and third parties that are not part of the treatment plan must be redacted. In addition, the CSW shall never provide any information that is not directly related to the ability of the caregiver to provide competent and comprehensive care for the child. If the CSW/SCSW has any questions or concerns regarding the release of any information or documents (s)he shall confer with the

County Counsel assigned to the case before releasing the information in question.

Case records/information that is not appropriate for release to the caregiver includes, but is not limited to:

1) information regarding any other person, including parents, siblings, and/or other unrelated children contained in the case record;

> **NOTE:** Pursuant to WIC 16002(e)(2), CSWs shall provide the prospective adoptive parent with information about siblings of the child, except the address where the siblings of the child reside. However, this address may be disclosed by court order for good cause shown.

2) court-ordered 730 psychological/medical evaluations (unless ordered by the court);

3) child abuse reports and the identity of the reporting party if the caregiver **does not** meet the requirement of WIC 18951; and

4) any attorney/client privileged information.

CSW Responsibilities

1. Discuss the child's needs with a potential caregiver in non-identifying terms.

2. When a placement has been located, release the DCFS 709 at the time of placement.

> **NOTE:** With SCSWs' oral approval, the child's medical, dental and school records may be released to the caregiver if pertinent to maintaining the health and safety of the child while in the caregiver's care. With SCSWs' approval and a signed DCFS 4389 on file the portion of the psychological records which discusses the treatment plan and goals for the child may be provided to the caregiver pertinent to maintaining the health and safety of the child while in the caregiver's care.

3. Photocopy only the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

B. WHEN: A MENTAL HEALTH SERVICE PROVIDER INCLUDING COURT ORDERED 730 EVALUATORS REQUEST CASE RECORDS INFORMATION

A medical or mental health service provider may need to have access to juvenile case information, including the child's psychological records, medical/dental records, school records, court ordered visitation plan with family members, as well as family and placement information. Such information may be provided where it is determined that a medical or mental health service provider is providing treatment or supervision of a child. See FYI 10-41, Exchanging Information with Health Care Treatment Providers.

The CSW shall discuss the mental health needs of the child with his/her SCSW and complete the required forms. For information regarding the procedure for obtaining a psychological evaluation, see Procedural Guides 0600-501.05, Psychological Testing of DCFS-Supervised Children and 0600-501.09, Consent for Mental Health and/or Developmental Assessment and Services.

NOTE: The Department of Mental Health is entitled to all case record information.

Information received by the CSW may be shared with agencies authorized to receive juvenile records when such agencies are providing or coordinating health care services and medical treatment of the child.

In general, authorization for disclosure of Protected Health Information (PHI) should be sought on new cases, or when a new medical, mental health or developmental need is identified at the same time that consent for treatment is obtained. See Procedural Guide 0600-501.09, Consent for Mental Health and/or Developmental Assessment and Services.

In order to provide mental health services or a comprehensive psychological assessment and treatment plan for a child, the mental health service provider, may have access to the child's psychological records, medical/dental records, school records, court-ordered visitation plan with family members, as well as family and placement histories.

A mental health services provider **may not** have access to any child abuse reports or the identity of the reporting party, attorney-client privileged information, or any information regarding unrelated children contained in any case record documentation.

For information regarding the procedure for releasing HIV/AIDS status information, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information.

CSW Responsibilities

1. Discuss the child's needs with the SCSW.

2. Discuss the child's needs in non-identifying terms with a potential mental health provider.

3. Obtain a signed DCFS 4389 from the potential mental health service provider if identifying information is requested and from the selected provider before releasing any requested information. File the DCFS 4389 in the Additional Services Documentation Folder.

4. Document any request for records in the Contact Notebook. Include the date, name, title, agency, address, and telephone number of the person making the request, the information requested and the reason for the request.

5. Discuss and obtain SCSW written approval for the release of records. Document SCSW's approval in the Case Notes. Print a hard copy of the documented written approval and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.
6. Photocopy the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

C. WHEN: MEDICAL DOCTORS AND DENTISTS REQUEST CASE RECORD INFORMATION

A medical or mental health service provider may need to have access to juvenile case information, including the child's psychological records, medical/dental records, school records, court ordered visitation plan with family members, as well as family and placement information. Such information may be provided where it is determined that a medical or mental health service provider is providing treatment or supervision of a child. See FYI 10-41, Exchanging Information with Health Care Treatment Providers.

Medical doctors require copies of the medical history for the family and all medical records for the child in order to provide comprehensive health care services for the child. Selected portions of a child's school records may be considered for release if the child's school performance is being monitored in order to adjust a medication regimen.

Medical doctors may not have access to any child abuse reports or the identity of the reporting party, the child's psychological records unless the doctor is a psychiatrist, any educational, psychological or medical records for other family members, any attorney client privileged information, or any information regarding siblings or other unrelated children referenced in the case records.

A dentist providing services to the child may have copies of all available dental records. If an invasive procedure is deemed necessary, the dentist may have access to selected medical record information that could have an impact on the procedure being considered.

For information regarding the release of HIV/AIDS status, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information and 0600-500.20, Protected Health Information/Medical Information: Access and Sharing

CSW Responsibilities

1. Discuss the child's health care needs with the SCSW.

2. Discuss the child in non-identifying terms with a potential health service provider.

3. Obtain a signed DCFS 4389 from the potential health service provider if identifying information is requested and from the selected health service provider before releasing any requested information. File it in the Additional Services Documentation Folder.

4. Document any request for records in the Contact Notebook. Include the date, name, title, agency, address, phone number of the person making the request, the information requested, and the reason for the request.

5. Discuss and obtain SCSW written approval for the release of the required records. Document SCSW's approval in the Case Notes section in CWS/CMS. Print a hard copy of the documentation and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.

6. Photocopy the requested records. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

D. WHEN: SCHOOLS REQUEST RECORDS

The school system is expected to obtain the child's school records from the previous school. If for some reason the school records (including immunization records) are unavailable, the caregiver may release only those records necessary to secure the most appropriate educational setting or complete the school record. Pursuant to Education Code Section 48853.5(d)(4)(B), the new school shall immediately enroll the foster child even if the foster child is unable to produce records. or clothing normally required for enrollment, such as previous academic records, medical records, proof of residency, other documentation, or school uniforms.

E. WHEN: A PRIVATE ADOPTION AGENCIES PERFORMING ADOPTION HOME STUDIES REQUEST RECORDS

For purposes of completing adoption home studies the Department shall utilize only adoption agencies that are licensed by the state in which they provide services.

All identifying information regarding the birth parents shall be withheld unless a consent to release form (an AD 100 or equivalent), authorizing release of their identities and signed by both parents, is filed in the case record. If only one parent signs the consent form all identifying information regarding the other parent must be withheld.

The adopting family must also provide a signed release form (an AD 100 or equivalent) allowing the Department to release information about their family to the adoption agency providing the service.

In order to complete an accurate and comprehensive adoptive home study the adoption agency completing the home study must be provided with the information given to the adopting parents regarding the child as well as information regarding the family that is adopting the child. The following information shall be considered for release:

1. school records;
2. child needs assessment records;
3. routine medical/dental records;
4. only the relevant information contained in the recommendations section of any psychological evaluation for the child;
5. treatment plans for the child; and
6. court-ordered visitation plan for the child with his/her parents/guardians and siblings, if any.

See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents, for further information.

APPROVAL LEVELS

Section	Level	Approval
A.	**SCSW**	DCFS 709 and DCFS 4389
B. & C.	**SCSW**	DCFS 4389
D & E.		None

OVERVIEW OF STATUTES/REGULATIONS

Family Code Section 8706,

a) An agency may not place a child for adoption unless a written report on the child's medical background and, if available, the medical background of the child's biological parents so far as ascertainable, has been submitted to the prospective adoptive parents and they have acknowledged in writing the receipt of the report.

b) The report on the child's background shall contain all known diagnostic information, including current medical reports on the child, psychological evaluations, and scholastic information, as well as all known information regarding the child's developmental history and family life.

c) (1) The biological parents may provide a blood sample at a clinic or hospital approved by the State Department of Health Services. The biological parents' failure to provide a blood sample shall not affect the adoption of the child.
(2) The blood sample shall be stored at a laboratory under contract with the State Department of Health Services for a period of 30 years following the adoption of the child.
(3) The purpose of the stored sample of blood is to provide a blood sample from which DNA testing can be done at a later date after entry of the order of adoption at the request of the adoptive parents or the adopted child. The cost of drawing and storing the blood samples shall be paid for by a separate fee in addition to the fee required under Section 8716. The amount of this additional fee shall be based on the cost of drawing and storing the blood samples but at no time shall the additional fee be more than one hundred dollars ($100).

d) (1) The blood sample shall be stored and released in such a manner as to not identify any party to the adoption.
(2) Any results of the DNA testing shall be stored and released in such a manner as to not identify any party to the adoption.

Family Code Section 9200

a) The petition, relinquishment or consent, agreement, order, report to the court from any investigating agency, and any power of attorney and deposition filed in the office of the clerk of the court pursuant to this part is not open to inspection by any person other than the parties to the proceeding and their attorneys and the department, except upon the written authority of the judge of the superior court. A judge of the superior court may not authorize anyone to inspect the petition, relinquishment or consent, agreement, order, report to the court from any investigating agency, or power of attorney or deposition or any portion of any of these documents, except in exceptional circumstances and for good cause approaching the necessitous. The petitioner may be

required to pay the expenses for preparing the copies of the documents to be inspected.

b) Upon written request of any party to the proceeding and upon the order of any judge of the superior court, the clerk of the court shall not provide any documents referred to in this section for inspection or copying to any other person, unless the name of the child's birth parents or any information tending to identify the child's birth parents is deleted from the documents or copies thereof.

c) Upon the request of the adoptive parents or the child, a clerk of the court may issue a certificate of adoption that states the date and place of adoption, the child's birth date, the names of the adoptive parents, and the name the child has taken. Unless the child has been adopted by a stepparent, the certificate shall not state the name of the child's birth parents.

Family Code Section 9201

a) Except as otherwise permitted or required by statute, neither the department nor a licensed adoption agency shall release information that would identify persons who receive, or have received, adoption services.

b) Employees of the department and licensed adoption agencies shall release to the department at Sacramento any requested information, including identifying information, for the purposes of record keeping and monitoring, evaluation, and regulation of the provision of adoption services.

c) Prior to the placement of a child for adoption, the department or licensed adoption agency may, upon the written request of both a birth and a prospective adoptive parent, arrange for contact between these birth and prospective adoptive parents that may include the sharing of identifying information regarding these parents.

d) The department and any licensed adoption agency may, upon written authorization for the release of specified information by the subject of that information, share information regarding a prospective adoptive parent or birth parent with other social service agencies, including the department and other licensed adoption agencies, or providers of health care as defined in Section 56.05 of the Civil Code.

e) Notwithstanding any other law, the department and any licensed adoption agency may furnish information relating to an adoption petition or to a child in the custody of the department or any licensed adoption agency to the juvenile court, county welfare department, public welfare agency, private welfare agency licensed by the department, provider of foster care services, potential adoptive parent, or provider of health care as defined in Section 56.05 of the Civil Code, if it is believed the child's welfare will be promoted thereby.

f) The department and any licensed adoption agency may make adoptions case records, including identifying information, available for research purposes, provided that the research will not result in the disclosure of the identity of the child or the parties to the adoption to anyone other than the entity conducting the research.

Health and Safety Code Section 1530.6

Notwithstanding any other provision of law, persons licensed pursuant to this chapter to provide residential foster care to a child either placed with them pursuant to order of the juvenile court or voluntarily placed with them by the person or persons having legal custody of such child, may give the same legal consent for that child as a parent except for the following: (1) marriage; (2) entry into the armed forces; (3) medical and dental treatment, except that consent may be given for ordinary medical and dental treatment for such child, including, but not limited to, immunizations, physical examinations, and X-rays; and (4) if the child is voluntarily placed by the parent or parents, those items as are agreed to in writing by the parties to the placement. To this effect, the state department shall prescribe rules and regulations to carry out the intent of this section. This section does not apply to any situation in which a juvenile court order expressly reserves the right to consent to those activities to the court.

Welfare and Institutions Code 827

(a)(1) Except as provided in Section 828, a case file may be inspected only by the following:

(A) Court personnel.
(B) The district attorney, a city attorney, or city prosecutor authorized to prosecute criminal or juvenile cases under state law.
(C) The minor who is the subject of the proceeding.
(D) His or her parents or guardian.
(E) The attorneys for the parties, judges, referees, other hearing officers, probation officers, and law enforcement officers who are actively participating in criminal or juvenile proceedings involving the minor.
(F) The superintendent or designee of the school district where the minor is enrolled or attending school.
(G) (Members of the child protective agencies as defined in Section 11165.9 of the Penal Code.
(H) The State Department of Social Services to carry out its duties pursuant to Division 9 (commencing with Section 10000), and Part 5 (commencing with Section 7900) of Division 12, of the Family Code to oversee and monitor county child welfare agencies, children in foster care or receiving foster care assistance, and out-of-state placements.
(I) Authorized legal staff or special investigators who are peace officers who are employed by, or who are authorized representatives of, the State Department of Social Services, as necessary to the performance of their duties to inspect, license, and investigate community care facilities, and to ensure that the standards of care and services provided in those facilities are adequate and appropriate and to ascertain compliance with the rules and regulations to which the facilities are subject. The confidential information shall remain confidential except for purposes of inspection, licensing, or investigation

pursuant to Chapter 3 (commencing with Section 1500) and Chapter 3.4 (commencing with Section 1596.70) of Division 2 of the Health and Safety Code, or a criminal, civil, or administrative proceeding in relation thereto. The confidential information may be used by the State Department of Social Services in a criminal, civil, or administrative proceeding. The confidential information shall be available only to the judge or hearing officer and to the parties to the case. Names that are confidential shall be listed in attachments separate to the general pleadings. The confidential information shall be sealed after the conclusion of the criminal, civil, or administrative hearings, and may not subsequently be released except in accordance with this subdivision. If the confidential information does not result in a criminal, civil, or administrative proceeding, it shall be sealed after the State Department of Social Services decides that no further action will be taken in the matter of suspected licensing violations. Except as otherwise provided in this subdivision, confidential information in the possession of the State Department of Social Services may not contain the name of the minor.

(J) Members of children's multidisciplinary teams, persons, or agencies providing treatment or supervision of the minor.

(K) A judge, commissioner, or other hearing officer assigned to a family law case with issues concerning custody or visitation, or both, involving the minor, and the following persons, if actively participating in the family law case: a family court mediator assigned to a case involving the minor pursuant to Article 1 (commencing with Section 3160) of Chapter 11 of Part 2 of Division 8 of the Family Code, a court-appointed evaluator or a person conducting a court-connected child custody evaluation, investigation, or assessment pursuant to Section 3111 or 3118 of the Family Code, and counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family Code. Prior to allowing counsel appointed for the minor in the family law case to inspect the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the minor's counsel.

(L) A court-appointed investigator who is actively participating in a guardianship case involving a minor pursuant to Part 2 (commencing with Section 1500) of Division 4 of the Probate Code and acting within the scope of his or her duties in that case.

(M) A local child support agency for the purpose of establishing paternity and establishing and enforcing child support orders.

(N) Juvenile justice commissions as established under Section 225. The confidentiality provisions of Section 10850 shall apply to a juvenile justice commission and its members.

(O) Any other person who may be designated by court order of the judge of the juvenile court upon filing a petition.

(1) Notwithstanding any other law and subject to subparagraph (A) of paragraph

(2) juvenile case files, except those relating to matters within the jurisdiction of the court pursuant to Section 601 or 602, that pertain to a deceased

child who was within the jurisdiction of the juvenile court pursuant to Section 300, shall be released to the public pursuant to an order by the juvenile court after a petition has been filed and interested parties have been afforded an opportunity to file an objection. Any information relating to another child or which could identify another child, except for information about the deceased, shall be redacted from the juvenile case file prior to release, unless a specific order is made by the juvenile court to the contrary. Except as provided in this paragraph, the presiding judge of the juvenile court may issue an order prohibiting or limiting access to the juvenile case file, or any portion thereof, of a deceased child only upon a showing that release of the juvenile case file or any portion thereof is detrimental to the safety, protection, or physical or emotional well-being of another child who is directly or indirectly connected to the juvenile case that is the subject of the petition. (3) Access to juvenile case files pertaining to matters within the jurisdiction of the juvenile court pursuant to Section 300 shall be limited as follows:

(A) If a juvenile case file, or any portion thereof, is privileged or confidential pursuant to any other state law or federal law or regulation, the requirements of that state law or federal law or regulation prohibiting or limiting release of the juvenile case file or any portions thereof shall prevail. Unless a person is listed in subparagraphs (A) to (N), inclusive, of paragraph (1) and is entitled to access under the other state law or federal law or regulation without a court order, all those seeking access, pursuant to other authorization, to portions of, or information relating to the contents of, juvenile case files protected under another state law or federal law or regulation, shall petition the juvenile court. The juvenile court may only release the portion of, or information relating to the contents of, juvenile case files protected by another state law or federal law or regulation if disclosure is not detrimental to the safety, protection, or physical or emotional well-being of a child who is directly or indirectly connected to the juvenile case that is the subject of the petition. This paragraph shall not be construed to limit the ability of the juvenile court to carry out its duties in conducting juvenile court proceedings.

(B) Prior to the release of the juvenile case file or any portion thereof, the court shall afford due process, including a notice of and an opportunity to file an objection to the release of the record or report to all interested parties.

(3) A juvenile case file, any portion thereof, and information relating to the content of the juvenile case file, may not be disseminated by the receiving agencies to any persons or agencies, other than those persons or agencies authorized to receive documents pursuant to this section. Further, a juvenile case file, any portion thereof, and information relating

to the content of the juvenile case file, may not be made as an attachment to any other documents without the prior approval of the presiding judge of the juvenile court, unless it is used in connection with and in the course of a criminal investigation or a proceeding brought to declare a person a dependent child or ward of the juvenile court.

(b) (1) While the Legislature reaffirms its belief that juvenile court records, in general, should be confidential, it is the intent of the Legislature in enacting this subdivision to provide for a limited exception to juvenile court record confidentiality to promote more effective communication among juvenile courts, family courts, law enforcement agencies, and schools to ensure the rehabilitation of juvenile criminal offenders as well as to lessen the potential for drug use, violence, other forms of delinquency, and child abuse...

Welfare and Institutions Code Section 16002 (e)(2),

(e) If parental rights are terminated and the court orders a dependent child to be placed for adoption, the licensed county adoption agency or the State Department of Social Services shall take all of the following steps to facilitate ongoing sibling contact, except in those cases provided in subdivision (b) where the court determines by a preponderance of the evidence that sibling interaction is detrimental to the child: …

(2) Provide prospective adoptive parents with information about siblings of the child, except the address where the siblings of the children reside. However, this address may be disclosed by court order for good cause shown.

Welfare and Institutions Code Section 16010 (a) & (c),

(a) When a child is placed in foster care, the case plan for each child recommended pursuant to Section 358.1 shall include a summary of the health and education information or records, including mental health information or records, of the child. The summary may be maintained in the form of a health and education passport, or a comparable format designed by the child protective agency. The health and education summary shall include, but not be limited to, the names and addresses of the child's health, dental, and education providers, the child's grade level performance, the child's school record, assurances that the child's placement in foster care takes into account proximity to the school in which the child is enrolled at the time of placement, a record of the child's immunizations and allergies, the child's known medical problems, the child's current medications, past health problems and hospitalizations, a record of the child's relevant mental health history, the child's known mental health condition and medications, and any other relevant mental health, dental, health, and education information concerning the child determined to be appropriate by the Director of Social Services. If any other provision of law imposes more stringent information requirements, then that section shall prevail.

(c) As soon as possible, but not later than 30 days after initial placement of a child into foster care, the child protective agency shall provide the caretaker with the child's current health and education summary as described in subdivision (a). For each subsequent placement, the child protective agency shall provide the caretaker with a current summary as described in subdivision (a) within 48 hours of the placement.

Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access, dated July 11, 2006

LINKS

California Code	http://www.leginfo.ca.gov/calaw.html
Division 31 Regulations	http://www.cdss.ca.gov/ord/PG309.htm
Title 22 Regulations	http://www.dss.cahwnet.gov/ord/PG295.htm

RELATED POLICIES

Procedural Guide 0080-505.20, Health and Education Passport (HEP)
Procedural Guide 0100-510.61, Placement Process, Responsibilities and Procedures
Procedural Guide 0100-520.10, Evaluating a Prospective Caregiver
Procedural Guide 0100-520.50, Assessment of a Potential Caregiver's Ability to Meet a Child's Needs
Procedural Guide 0200-509.25, Presentation of Child Information to a Prospective Adoptive Family
Procedural Guide 0200-509.36, Supervision of Post-Adopt and Adoptive Placements
Procedural Guide 0200-518.10, Post-Adoption Service (PAS) Release of Information after Adoption is Final
Procedural Guide 0500-501.10, Release of DCFS Case Record Information
Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information
Procedural Guide 0600-500.20, Protected Health Information/Medical Information: Access and Sharing
Procedural Guide 0600-501.05, Psychological Testing of DCFS-Supervised Children
FYI 10-41, Exchanging Information with Health Care Treatment Providers

FORM(S) REQUIRED/LOCATION

HARD COPY None

LA Kids:

DCFS 280, Technical Assistant Action Request
DCFS 709, Foster Child's Needs and Case Plan Summary
DCFS 1399, Notification to School of Child's Placement Status
DCFS 4389, Declaration in Support of Access to Juvenile Records

AD forms can be accessed through the State of CDSS Forms Index

AD 100, Authorization For Use And/Or Disclosure of Health Information Independent Adoption Program (via the link to State Adoption forms)

CWS/CMS:

Case Notes
Contact Notebook
Health Notebook
DCFS 280, Technical Assistant Action Request
DCFS 709, Foster Child's Needs and Case Plan Summary

SDM: None

Procedural Guide

0500-509.10

PERMISSION TO VIDEOTAPE, PHOTOGRAPH, VOICE RECORD OR INTERVIEW CHILDREN

Date Issued: **08/09/10**

☐ New Policy Release

☒ Revision of Existing Procedural Guide 0500-509.10, Permission To Videotape, Photograph, Voice Record Or Interview Children, dated 04/18/07

Revision Made: **NOTE**: Current Revisions are Highlighted

This Procedural Guide has been revised to reflect current practice.

Cancels: None

DEPARTMENTAL VALUES

This procedural Guide supports the Department's efforts to achieve timely permanency for children.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

OPERATIONAL IMPACT

Pursuant to Los Angeles Superior Courts and the Administratively Unified Courts, Court Rule 17.2, any person seeking to interview, photograph, videotape or voice record a child, who the person knows, or has reason to know, is under juvenile court jurisdiction and has been removed from the physical custody of the parent/legal guardian, shall obtain a court order prior to contacting the child from the Presiding Judge of the Juvenile Court.
At least five days before the request is filed, the agency or individual must notice all parties involved. Any involved party, including DCFS, may file an objection at that time.

The court may deny the petition, grant the petition over an objection, and/or alter the conditions set forth in the original petition.

If a representative of the media or a research project petitions the court for access to DCFS case records, the CSWCSW shall consult with County Counsel on how to proceed.

Procedures

A. WHEN: MEDIA REQUESTS DIRECT ACCESS TO CHILDREN SUPERVISED BY DCFS

The Office of Public Affairs is responsible for ensuring that all contact between media representatives and children supervised by the Department is both legal and appropriate.

When the media is expected to cover an event that will include a large number of children supervised by DCFS the Office of Public Affairs will submit a blanket petition to the Juvenile Court requesting permission for the media to include DCFS children during their coverage of the event for their news agency.

If a representative of the media has petitioned the court and the court has granted the media representative permission to photograph/interview/record a child supervised by DCFS, the child/parent/relative/attorney/ or personnel of detention facilities or placements are not obligated to agree to an interview or to provide information. Conversely, the child/parent/relative has the right to initiate contact with a representative of the media without a court order and to provide the media with information regarding their personal history.

Once the Juvenile Court has granted the media representative's petition to photograph/interview/record a specific child, the CSWCSW may not deny the media representative access to the child. However, the child continues to have the right to refuse to be photographed/interviewed/recorded. If the CSWCSW is provided with new information which demonstrates that the child should not be photographed/ interviewed/ recorded the CSWCSW must petition the court to overturn the original petition and only if it is granted may the CSWCSW deny the media representative access to the child. The CSWCSW should anticipate a two week delay between the time the petition is filed and the Judge hears the case.

Case Carrying CSWCSW Responsibilities

1. When a request to photograph/interview/record a child is received from a representative of the media, discuss the request with the person calling to determine if it is appropriate. Refer the person making the request to the Office of Public Affairs at (213) 351-5779.

2. Document the request for access in the Contact Notebook. Include the requesting party's name, title, agency and phone number and the stated reason for the request.

3. If the media is expected to be present during an event that will include DCFS-supervised children, contact the Office of Public Affairs at (213) 351-5779 and verify that a blanket petition has been granted allowing the media to include DCFS-supervised children in their coverage of the event.

4. When a notice of hearing is received regarding a petition to photograph/interview/ record a specific child, discuss the matter with the SCSWCSW, County Counsel assigned to the case, the caregiver, the child's attorney, the child's therapist (if applicable) and the child to determine the advisability of allowing media access to the child.

> **NOTE:** County Counsel will file an objection if it is warranted. The child's attorney may also file an objection.

5. If the petition is granted, obtain a copy of the court order and review it to determine the conditions under which the child is to be photographed, interviewed, or recorded. File the court order in the Court Documents Folder.

6. Discuss the request with the child to determine if the child continues to be willing to participate. If the child is unwilling to participate, inform the SCSWCSW and the representative of the media.

7. If the child is willing to participate, the CSWCSW or the caregiver shall be present during the event to ensure that the court order is honored.

8. Document all contacts in the Contact Notebook. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.

B. WHEN: RESEARCH PROJECTS THAT REQUIRE DIRECT ACCESS TO DCFS-SUPERVISED CHILDREN

The Business Information Systems (BIS) Division Research & Statistics Section, in conjunction with the Services Bureaus is responsible for determining the appropriateness of any proposed research projects that involve children supervised by DCFS. If the proposed research would place an undue burden on the field worker or if the research would not provide DCFS with valuable information, the research project will be rejected.

The Research & Statistics Section may consult with the Office of the County Counsel and Children's Law Center of Los Angeles (CLC) and/or Los Angeles Dependency Lawyers (LADL) prior to filing the petition to seek court permission to carryout a proposed research project that involve children supervised by DCFS to determine if there are any legal issues that must be addressed.

The petition contains a description of the research project and the manner in which the issues will be addressed with the child. Once the court has granted the petition the petitioner may begin making contact with the CSWCSWs whose children fall within the parameters of the approved research project. Any child may decline to participate in a research project or withdraw from an ongoing research project. However, once the court has granted a petition, the CSWCSW may not refuse to allow a specific child to participate in the research project.

Case Carrying CSWCSW Responsibilities

1. Document any request for access to a specific child for research purposes in the Contact Notebook. Include the name, title, and organizational affiliation of the person calling, their phone number and address and a brief description of the research project. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.

2. Contact the Business Information Systems (BIS) Division Research & Statistics Section at (213) 351-5696 and verify that the project has received DCFS and court administrative approval.

3. Obtain a copy of the petition and the court order and file both in the Court Documents Folder.

4. Discuss the matter with the child to determine the child's willingness to participate in the research project. The child has the right to decline to participate.

5. If the child agrees to participate**,** discuss the matter with the child's caregiver, doctor (if appropriate) and therapist (if applicable) to determine if there are any potential adverse consequences to allowing the child to participate.

   a) Confer with SCSWCSW if there are concerns about allowing the child to participate. b) Confer with the assigned County Counsel and ask that (s)he file a petition requesting that the specified child be exempted from the research project.

   c) If a petition is filed requesting that the child be exempted from participation in a research project, contact the representative from the research project and inform them that the child will not be available until the court has addressed the petition.

i. If the court grants the petition, inform the research project personnel that the specific child has been exempted from participation.

ii. If the court denies the petition, allow the child to participate in the research project.

6. If the court order includes access to case records/information, contact the supervisor of the Subpoena and Redacting Division, which is housed in the office of the County Counsel, for assistance in preparing the records for release.

7. Document all contacts with the child, caregiver and research project staff, etc. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.

8. Document conversations with County Counsel in the CWS/CMS Case Notes. Label these conversations by using the following notation "Confidential Attorney-Client Communication" at the beginning of each entry.

9. Document the child's participation in the Contact Notebook.

C: WHEN: SPECIAL BLANKET ORDER FOR PRE-ADOPTIVE PUBLICITY FOR ADOPTTIVE PLACEMENT

On 1/30/03 the Presiding Judge of the Juvenile Court, signed a blanket order allowing DCFS supervised children to participate in adoptive recruitment events such as "Wednesday's Child", or adoption fairs, under specific circumstances.

The order states that confidentiality is waived only if the event is expected to promote positive publicity on behalf of the individual child for recruitment purposes and only if the child has been freed for adoption or reunification services have been terminated and either adoption has been identified as the permanent plan or the child would benefit from the more permanent plan of adoption. No details of the child's underlying dependency court case may be disclosed and may not be discussed with the child during an interview.

If the child's attorney or the child's treating professional have concerns regarding the advisability of allowing the child to participate in the specified event the matter will be referred to the assigned Adoption and Permanency Resources Division (APRD) CSWCSW for resolution. If the concerns cannot be resolved, the child's attorney may seek a court hearing to address the issue in court.

Case Carrying CSWCSW Responsibilities

1. Determine if the child has been freed for adoption or the permanent plan for the child is adoption or although PPLA is the plan, the child would benefit from the more permanent plan of adoption.

2. Verify that the event will promote positive publicity for the child and will promote permanency for the child.

3. Consult with your SCSWCSW regarding the child's participation in the event.

4. Consult with the child to determine his or her interest in participating. The child has the option to decline to participate.

5. Notify the child's attorney, either in writing or by phone no later than 10 days prior to the scheduled event, unless the invitation to participate in the event is unexpected, inform the child's attorney no less than 24 hours of the event. See Procedural Guide 0300-506.08, Communications With A Child's Attorney.

6. Consult any professional who is providing treatment for the child regarding the advisability of allowing the child to participate.

> **NOTE:** If the child's treating professional has expressed concerns regarding the child's participation in an adoption event, the issue should be referred to the APRD CSWCSW for resolution among the child's attorney, Case-carrying CSWCSW and treating professional.

7. If the attorney objects, discuss the attorney's objection with your SCSWCSW.

8. Consult with the child's attorney regarding his or her objection. If the child's attorney continues to object, the child's attorney will need to file a petition with the court to prevent the child's participation.

> **NOTE:** CSWCSW and the Placement and Recruitment Unit (PRU) representative shall ensure that all media representatives covering the event adhere to the provisions of this blanket order.

9. Document all contacts with the child, caregiver child's attorney, etc. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.

10. Document the child's participation in the Contact Notebook.

APPROVAL LEVELS

Section	Level	Approval
A.-C.	None	

OVERVIEW OF STATUTES/REGULATIONS

Los Angeles Superior Court and the Administratively Unified Courts Court Rules 17.2

Public And Media Access

(c) Requests for Interviewing, Photographing, Videotaping, or Voice Recording of Dependent/Delinquent Children. A person or media representative must obtain a court order from the Presiding Judge of the Juvenile Court prior to contacting a child if:

(1) The person or media representative seeks to interview, photograph, videotape or voice record a child, who the person knows, or has reason to know, is under juvenile court jurisdiction and has been removed from the physical custody of the parent or legal guardian, and

(2) Confidential information regarding the child's case or dependency or wardship status may or will be disclosed as a result of the interviewing, photographing, videotaping, or voice recording. Requests may be sent to:

Juvenile Court Presiding Judge's Office
Edmund D. Edelman Children's Court
201 Centre Plaza Dr., Suite 3
Monterey Park, California 91754-2158
FAX: (323) 881-3794.

(3) Access to Dependent or Delinquent Children Without Court Permission. This rule does not prevent dependent or delinquent children from initiating contact with any person or media representative without court permission. Additionally, this rule does not limit contact between any person or media representative and families, attorneys, detention facilities, or court-ordered placements without court permission.

(4) (4) Right to Refuse. Conversely, nothing in this rule is intended to suggest that children, their families, attorneys, or personnel of detention facilities or placements have any obligation to agree to an interview or to provide information to media representatives.

(5) Request Forms. Request forms ("Requests") [Appendix 2] are available at:

Superior Court Clerk's Office
Edmund D. Edelman Children's Court
201 Centre Plaza Drive
Second Floor, Room 2700
Monterey Park, CA 91754-2158
(323) 526-6645

Failure to complete all sections of the form with specific information may result in a denial of the request without prejudice.

(6) Notice. At least five calendar days before the Request is filed with the court, the person initiating the Request shall serve, or attempt to serve, a copy on the appropriate parties either personally, by fax, or by first class mail.

In dependency proceedings, notice shall be served on: the child, attorney of record for the child who remains a dependent of the court, parent(s) or guardian(s) of the child who is under 18 years of age or their attorney, County Counsel, and Department of Children and Family Services ("DCFS").

In delinquency proceedings, notice shall be served on: the child, attorney of record for the child who remains a ward of the court, parent(s) or guardian(s) of the child who is under 18 years of age, District Attorney, and Probation Department.

a) Objections. Any objections to the petitioner's Request shall be submitted in writing to, and received by, the Juvenile Court Presiding Judge no later than: (a) 15 calendar days after date of service, if served by fax, electronic mail, or personal service, or (b) 20 calendar days after date of service, if served by mail. In order to receive a copy of the court's decision on the Request, the person/agency filing an objection shall include a self-addressed envelope.

i) Time for Objection Shortened for Good Cause. Petitioner may request the time allowed for objections to be shortened. Petitioner must provide timely notice to ensure any person/agency has an opportunity to object, and establish good cause why the objection period should be shortened. The Presiding Judge of the Juvenile Court will approve or deny the request based on whether good cause has been established in the Request, or the matter may be set for a hearing.

(7) Ex Parte Requests. The Presiding Judge may grant a Request on an *ex parte* basis, without notice as defined in Rule 17.2(c)(6), if it is shown by declaration or affidavit that good cause exists why required notice could not be given or should not be given.

(8) Evaluation on Case-by-Case Basis.

a) Detrimental to Child's Best Interests. The Presiding Judge, or his or her designee, shall not deny the Request unless the court finds a reasonable likelihood that the requested contact will be detrimental to the child's best interests.

b) Burden of Proof. The burden of showing detriment to the child shall be on the person or agency opposing the Request.

c) Factors Court May Consider. In making its determination, the court may consider, but is not limited to, the following factors: age of the child, nature

of the allegations in the case, child's expressed desire, child's physical and emotional health, extent of the present or expected publicity and its effect, if any, on the child and his or her family.

d) Protective Orders. Where it is necessary to protect the best interests of a child, the court may issue additional protective orders to maintain the confidentiality of the child's name and/or identity.

(9) Prompt Determination of Request. The court shall make a determination on the Request, or set a hearing, within 5 court days of the final day for filing oppositions.

(10) Particularized Findings Where Request Is Denied. If the court denies the Request, it shall issue particularized findings as to why such denial is necessary to serve the child's best interests.

\LINKS

California Code	http://www.leginfo.ca.gov/calaw.html
Division 31 Regulations	http://www.cdss.ca.gov/ord/PG309.htm
Title 22 Regulations	http://www.dss.cahwnet.gov/ord/PG295.htm

RELATED POLICIES

Procedural Guide 0500-501.10, Releasing DCFS Case Record Information

FORM(S)

REQUIRED/LOCATION Hard Copy None

LA Kids: None

CWS/CMS: Contact Notebook

SDM: None

ENTRY ASSESSMENT

EXHIBIT A-29

☐ THPP ☐ THP+FC

Agency Name: _____

Name: _____ Age: _____

Program Entry Date: _____ Expected Emancipation Date: _____

Do You: (Select All That Apply)

☐ Have a High School Diploma/GED: ☐ Yes ☐ No
Name: _____ Graduation Date: _____

☐ Attend High School: ☐ Yes ☐ No
_____

I Expect To Graduate On: _____

If You Selected "Attend High School," What Are Your Plans after Graduation?
(Check All That Apply)

☐ Attend College ☐ Obtain A Full-Time Job ☐ Attend Vocational School

☐ Join the Military ☐ Other _____

☐ Attend College/Vocational School at Least Half –Time: ☐ Yes ☐ No
Name: _____

☐ Attend an Apprentice Program: ☐ Yes ☐ No
Name: _____

☐ Have a Job Working At Least 80 Hours per Month: ☐ Yes ☐ No
Name: _____

☐ Participate In a Program or Activity Designed To Remove Barriers to Employment ☐ Yes ☐ No
Name: _____

☐ Have a Medical/Mental Condition That Prevents You from Participating In One of the Above: ☐ Yes ☐ No
Condition: _____

My Goals Are To:

_____
_____
_____
_____

_____ _____
Participant Signature Date

ENTRY ASSESSMENT EXHIBIT A-29

☐ THPP ☐ THP+FC

Agency Name: _____

Name: _____ Age: _____

Permanent Adult Connection: _____ **Relationship**: _____

Phone: _____ Address: _____

If you have other people that support you please list:

Name: _____ Relationship: _____

Address: _____

Email: _____

Length of Time Known: _____ Verified: ☐ Yes ☐ No Date: _____

Name: _____ Relationship: _____

Address: _____

Email: _____

Length of Time Known: _____ Verified: ☐ Yes ☐ No Date: _____

Name: _____ Relationship: _____

Address: _____

Email: _____

Length of Time Known: _____ Verified: ☐ Yes ☐ No Date: _____

_____ _____

Participant Signature: Date:

BI-ANNUAL ASSESSMENT EXHIBIT A-30

☐ THPP ☐ THP+FC

Name: _____
Address: _____
Agency: _____

The goals that I have obtained are:

_____
_____
_____
_____

The Agency has helped me meet my goals by:

_____
_____
_____

The goals that I have set for myself are:

_____
_____
_____

I will do the following to meet the goals that I have set for myself:

_____
_____
_____
_____

I am ☐ am not ☐ employed. If employed, I make $ _____ per hour.

I am ☐ am not ☐ attending vocation school and/or college.

I am ☐ am not ☐ in an apprentice program.

_____ _____
Signature Date

EXIT ASSESSMENT EXHIBIT A-31

☐ THPP ☐ THP+FC

Participant Name: _____
Agency: _____
Entry Date: _____ Exit Date: _____
Contact Information:
Telephone: _____ Cell Phone: _____
Email: _____
Address: _____
Permanent Adult Connection: _____ Phone: _____

The goals that I have obtained are:

- ☐ High School Diploma
- ☐ GED
- ☐ Vocational Certificate
- ☐ Employment
- ☐ Other _____

1. How would you rate your training and overall experience while residing in the Program
   ☐ Very Good ☐ Good ☐ Fair ☐ Poor

If you stated POOR, please explain: _____

_____

2. ☐ I would recommend the Program ☐ I would not recommend the Program.

3. Please place a 1 in front of the area that you were helped MOST, and then put a 2 in the area you would rank second, a 3 in the area you would rank third and so forth?

_____ Budgeting _____ Employment Skills _____ Decision-Making
_____ Relationship building _____ Other (specify) _____

4. Please state your housing plan:

_____

5. Are you employed? ☐ Yes ☐ No

6. Are you in school? ☐ Yes If yes, what type? ☐ No
   ☐ High School ☐ Vocational ☐College

7. The best thing about the Program is:

_____

_____

8. The Program could be improved by:

_____

_____

Signature _____ Date _____

EXHIBIT A–32

LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE

REVISED JANUARY 2011

Youth Law Center
200 Pine Street, Suite 300
San Francisco, CA 94104

(415) 543-3379

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INTRODUCTION

This booklet covers some of the areas of the law that might concern a person in out-of-home care. ***Legal Rights of Teens in Out-of-Home Care*** tries to answer some of the questions you might have about your out-of-home care, courtroom appearances, group home, foster home, and emancipation.

After reading ***Legal Rights of Teens in Out-of-Home Care***, if you think there are other topics that should have been covered, or other things that should have been emphasized, please let us know. We'd like your opinion.

The rights explained in this booklet are your *legal* rights. Just knowing your rights is not enough -- using your rights with common sense will help you get along even better. There is a lot of practical advice available from books, magazines, peers, and social workers that you can put to use. We know we can't cover it all, but we hope we've given you a good start.

If you have trouble understanding what certain words mean, find them in the ***Index*** at the end of this booklet. It lists some of the complex words and phrases used here and the page number that has a definition for each word. Endnotes are also available in this booklet to help you find the laws that guarantee your rights.[1]

Special thanks to the youth who helped in the production of this manual: Kashi Hernandez, Kamiza Sutton, Phyllis Carter, Amanda Ott, Tracy Fallon, Annie Devi, Mike Van Vorce, T.J. Sargent, Taneeka Blackburn, Susana Lopez, Marvin Hurd, Conyey Brown and Myeshia Grice.

Thanks also to Carole Shauffer, Maria Ramiu, Alice Bussiere, Pat Riley, Janet Knipe, Beverly Williams, Sujung Kim, Sharon Meieran, Alicia Amezcua, Nakeisha Peacock, Kelli Keith, Clark Peters, Liz Yap, Sheila Keating, Cheryl DeMichele, Janet Hong, Cristina Velez, Ayana Murphy, Karli Sager, Jyoti Rekhi, Rebecca Loubriel, Jennifer Luckowiak, Jennifer Chang, Kemi Mustapha, Jack Bouboushian, and Stephanie Huang.

This handbook was made possible by the generous support of the Morris Stulsaft Foundation, the Skadden Fellowship Foundation and the Bernard and Alba Witkin Charitable Trust.

KNOW YOUR RIGHTS

With every right comes a responsibility to use the right fully without exploiting it. Respect the rights of others as you exercise yours. As you read the following pages, keep in mind that respect for others, cooperation, and courtesy go a long way in getting the things you need and want.

You have the right to:

- Live in a safe, healthy and comfortable home where you are treated with dignity and respect.
- Be free from physical, sexual, or other abuse, or corporal punishment.
- Be free from discrimination on the basis of race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
- Be given healthy food, adequate clothing, individual storage space, and, for youth in group homes, an allowance.
- Be free of unreasonable searches of personal belongings.
- Not be locked in any room, building, or facility premises.*
- Receive medical, mental health, vision and dental services.
- Refuse medications or chemical substances not authorized by a doctor.
- Get sensitive health care services without an adult's permission.
- Contact your family members. Visit and contact your brothers and sisters.**
- Make and receive confidential phone calls and send or receive unopened mail.**
- Go to school. Participate in school activities, religious services of your choice, and age appropriate extracurricular and social activities.
- Have social contacts outside of the foster care system.
- Keep your own money and have your own bank account.**
- Attend Independent Living Skills Programs if you are 16 or older.
- Work if you are old enough by state law.
- Attend your court hearing and speak to the judge. Review your case plan. Keep your court records confidential.
- Contact your social worker or probation officer, attorney or CASA. See your social worker or probation officer once a month.
- Make complaints to the Department of Social Services and Foster Care Ombudsperson without punishment. [3]

* Unless you are in a community treatment facility.
**Unless prohibited by a court order or your case plan.

YOUR GROUP HOME OR FOSTER HOME'S RESPONSIBILITIES

- To accept you and treat you with dignity and respect.
- To provide for your daily care.
- To protect confidential information about you.
- To keep in regular contact with your social worker or probation officer.
- To participate in hearings about your case.
- To follow your case plan.
- To make sure you receive needed medical and dental care.
- To be reasonable when providing discipline, which may include confining you in an unlocked area, charging fines, and restricting television, radio, or phone access.

YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES

- To extend you courtesy and respect.
- To meet with you regularly, usually once a month.
- To call you once a month if there will be no visit. To return calls to you.
- To arrange for services to meet your needs while you are in placement.
- To choose the least restrictive and most appropriate placement for you.
- To formulate a permanent plan for you.
- To arrange visits with parents and siblings.*
- To ask you about significant adults in your life that you would like to stay in touch with and work to make those connections possible.**
- To inform the court of your situation and make recommendations to the court.
- To provide services for independent living after you turn 16, if not sooner.

* Unless prohibited by a court order or your case plan.
** If you are 10 or older and in a group home.

COMPLAINTS

What can I do if I think that something is wrong with my placement, care or services, or if I don't get along with the foster parent, the group home staff, or my social worker?

- First, talk to the person you don't get along with. Many times you can solve even big problems through honest discussion.

- If talking with the person does not work or you do not feel safe talking to that person, try talking with another adult who can help you with your problems. You can try talking with your social worker (or your social worker's supervisor), attorney, court appointed special advocate, or caregiver.

- If this doesn't work, you may want to consider contacting a local government agency or filing a complaint.[4] **

State Foster Care Ombudsman (877) 846-1602

If you think there is something wrong with your placement, care or services, this office will help you with your complaint and may start an investigation depending on the circumstances.

In addition to the state office, most counties in California have their own Ombudsman offices, which may be contacted to informally attempt to fix the problem.

Community Care Licensing (CCL)

The CCL makes sure that foster care placements are following the foster care licensing requirements. The CCL may conduct an investigation if there is a complaint of mistreatment in a foster care placement. If you are staying in a foster family home or relative's home instead of a group home, the county you live in (rather than the CCL) may be in charge of your home. First try calling the CCL. They should be able to tell you which office is the right one to call.

For more information and a list of county agencies, see the ***Useful Resources*** section of this booklet.

**Every group home is required to have written complaint procedures. You cannot be punished for filing a complaint. The home's complaint process should be posted in a location accessible to you. If not, ask one of the staff what to do - they are required by law to inform you of how to file a complaint.[5] If you live in a foster home, your foster parents must give you the address and phone number of where to file confidential complaints and how to do so.[6]

ENTERING THE SYSTEM

ROLE OF THE COURTS

What is a juvenile court?

A juvenile court is a court of law that is in charge of child abuse and neglect cases, as well as delinquency cases.

What is a juvenile court petition?

A petition is a request that the court become involved in a child's life. There are three kinds of petitions, named after numbered sections of California law, the Welfare and Institutions Code:

- **300 Petition**
- **601 Petition**
- **602 Petition**

A **300 Petition** is filed by the county child welfare department for abused or neglected children and youth and will state -- "allege" -- the reasons that county child welfare department workers think a child needs protection.[7] If the court agrees with the petition -- "sustains" -- at the jurisdictional hearing, the child becomes a "dependent" of the court.

A **300 Petition** is filed because of your parents' behavior. The following two petitions will be filed because of your behavior.

A **601 Petition** is filed by the Probation Department and alleges that a child has either run away, been truant from school four or more times within one school year, violated curfew, or regularly disobeyed his or her parents.[8] These are violations that are unlawful because of your age, or your "status" as a minor. If the court finds the petition is true, the youth becomes a "ward" of the court and is known as a "status offender." (Some counties treat runaways under Section 300.)

A **602 Petition**, filed by the District Attorney's Office, alleges that a child has committed an act that would be considered a crime if it had been committed by an adult.[9] Like the **601 Petition**, if the court sustains this petition, the result is that the youth becomes a ward of the court as a delinquent.

This booklet does not discuss the court process for wards. However, the court may place wards in foster homes and group homes and in those placements, wards have many of the same rights as dependents.

What kinds of hearings are there?

There are several kinds of hearings for young people who are or may be "dependents."

- Detention hearing
- Jurisdictional hearing
- Disposition hearing
- Dependency status review
- Permanency planning hearing
- Termination of parental rights hearing

The *detention hearing*[10] happens at the very beginning of a case when a youth has been removed from home by a social worker because of an emergency. The judge decides whether to let you go back home or to order you to stay in temporary foster care. The detention hearing must take place no later than three days after you've been removed from your home. Even if the judge lets you return home or to a relative's home, he or she may order the Department to supervise your care.

If you are placed in emergency or temporary foster care, then the judge must set a hearing date within 15 days of the time you enter temporary placement. If you're staying at home, the hearing must be within 30 days of the filing of the petition.[11] These hearings can be postponed if all the lawyers agree.

At the *jurisdictional hearing,*[12] the judge decides whether the allegations of the 300 Petition are true (sustained). Both you and your parents have the right to an attorney at this hearing. The judge may hear witnesses and other evidence. If the judge sustains the petition, you become a dependent of the court. The next step is to decide what should happen to you.

At the *disposition hearing,*[13] the judge decides where you should live while your parents try to solve their problems. It can take place at the same time as the jurisdictional hearing, but can be scheduled for later.

For the hearing, the Department files a report on your situation,[14] called a "social study." The report makes recommendations for your care. It must also explain what should be done to help you return home. The report must also spell out visitation by relatives. Your parents (or guardian), your CASA and all of the lawyers involved in the case have a right to a copy.[15]

The court reviews your case at a *dependency status review*, at least every six months.[16] The court will look at reports and decide whether the reasons you got into foster care still exist, if your placement is right, whether your case plan is being followed, and whether your parents are following the reunification plan (if there is one).[17] You or your lawyer can participate.[18] You also are entitled to get notice of the review at least 15 days ahead of time and no more than 30 days ahead of time.[19]

The *permanency planning hearing*[20] determines your future placement, though every hearing is supposed to look at this goal. It must be held no later than 12 months from the date that you entered care. The first thing the judge decides is whether you can return home. If the judge doesn't allow a return home, then there are four choices:

- *Schedule a second and final permanency planning hearing in about six months*.[21] The judge will do this only if it's possible that you may be able to return to your parents in the next six months. At that hearing, the judge will send you home or select one of the following options.
- *Adoption.*[22]
- *Legal guardianship.*[23] The judge will look at this option only if adoption is not an available option.[24]
- *Long-term out-of-home care*.[25] The judge will look at this option only if all the other options are not possible.

If the court finds you cannot go home but you can be adopted, the court will terminate your parents' rights.

After the permanency planning hearing, the court will continue to review your case every 6 months. This review could take place sooner than 6 months if the court thinks it is in your best interest.[26]

What is adoption?

Adoption is the first permanent plan option the court must consider when a foster child cannot be safely returned to his or her parents.[27] A foster child over 12, must agree to be adopted.[28] If the court finds that termination of parental rights would not be detrimental to the child, the court terminates parental rights and orders adoption as the permanent plan for the child.[29] Unlike guardianship, which is only temporary, adoption is legally permanent. Once adopted, the child is out of the foster care system and the law treats the adopted child just like any other "child" of the adoptive parents.[30]The Adoption Assistance Program provides benefits to families who adopt a child from foster care.[31] Adoptive parents may receive reimbursement for some expenses, such as court costs associated with the adoption,[32] as well as regular payments, that may not exceed the amount the would have been paid if the child were in a foster family home, to meet the child's needs.[33] If you are not adopted within 3 years and the court feels adoption is no longer in your permanent plan, you may petition the court to reinstate your parents' rights.[34]

What is guardianship?

Guardianship is the second permanent plan option the juvenile court must consider when a foster child cannot be safely returned to his or her parents.[35] A guardianship suspends the rights and responsibilities of the parents and gives legal authority and responsibility to care for the child to a responsible adult who has some has some relationship to the child, like a foster parent, relative or a family friend. After the court appoints a guardian, the juvenile court may keep the child in foster care or close the case. If the court appoints a relative as a guardian and closes the juvenile court case, the relative may continue to receive the basic foster care payment through the Kin-Gap program[36]. Guardianship is not permanent and automatically ends if the guardian dies or when the child turns 18, is adopted, marries or enters into active duty in the armed forces of the United States.[37] The parent, guardian or child can also petition the court to end a juvenile court guardianship sooner.

How do I find out about court hearings?

If you are 10 or older, the court must notify you in writing of the date, time, and place of each hearing. [38]

Can I go to hearings where the judge makes decisions about my future?

Yes. You also have the right to make a statement to the court about any decision that has to do with your placement or whether to return to your parents.[39] You can also ask the judge to talk with you privately, "in chambers," without your parents around.

You also have the right to petition the juvenile court yourself to change, modify, or set aside any order it makes. That means that you can ask for hearings about your case. This includes hearings to end the court's jurisdiction and involvement.[40]

Of course, your attorney can help you do this. Even adults cannot do this on their own. You can also just go to observe -- you don't have to say anything unless you choose to.

Can a judge decide where and with whom I live at these hearings?

Yes. If you can't live with your parents, a judge can place you with either a relative, or in a foster or a group home. You should tell the judge where you want to live.[41]

A judge will also decide whether you can visit with your parents or other family members while you are in out-of-home care and what types of services you and your family may need to be reunified.

"BEST" PLACEMENT

In deciding if you should live with a relative, the judge will look at each relative's moral character and ability to:

- be effective in guiding your behavior,
- provide for your needs,
- protect you from your parents,
- facilitate visitation and court ordered reunification efforts,
- keep you and your siblings together, and
- provide legal permanence for you if reunification fails. [42]

Can I have an attorney to represent me at court hearings?

Yes. You have the right to have an attorney represent you. Your attorney is responsible to do everything in his or her power to protect you and keep you safe.[43]

How do I get an attorney?

The court must appoint an attorney for you, unless the judge believes that you would not benefit by having an attorney. If you don't have an attorney and think that you need one, tell the judge what you think. The judge must give the specific reasons why you would not benefit from having an attorney if the judge does not appoint an attorney for you.[44]

What is the attorney supposed to do?

Your attorney is responsible for investigating facts, interviewing witnesses, making recommendations to the court concerning your welfare and participating in later court proceedings to represent your interests. This responsibility exists for issues directly involved in the court proceedings and those outside of that scope. Also, your attorney must interview you and take into account your wishes when making his or her recommendations to the court.[45]

The same attorney who represents you at the first hearing is responsible for representing you at all later hearings unless the judge has a good reason to remove your attorney from your case or just change your attorney.[46]

Who else can attend court hearings?

Your parents, their attorneys, your guardian or foster parents (if you are living with a foster family)[47] and their attorney, your social worker, and your court-appointed special advocate (CASA) can all attend the hearings. Any blood relative who cares about your case can also attend.[48] Non-relatives who are not legal guardians but who have been taking care of you on a day-to-day basis can also attend.[49] In addition to having the right to attend your hearing, your foster parent, Indian custodian, relative caregiver, community care facilitator, or foster family agency may give the court relevant information.[50] The judge may also give permission for other people to attend a court hearing. [51]

What is a "social study"?

A social study is a written report that your social worker writes and gives to the judge before the hearings about your situation in out-of-home care. You or your attorney has a right to know what the report says at least 10 days before each status review hearing.[52]

WHAT HAPPENS WHEN YOU ARE REMOVED FROM YOUR HOME FOR ABUSE OR NEGLECT

COUNTY CHILD WELFARE DEPARTMENT (CCWD)	YOU	THE COURT
CCWD prepares a case plan for you	You stay in emergency placement or temporary custody	The court conducts a detention hearing and a jurisdiction hearing to decide whether it and the CCWD should stay involved in your case
Your social worker visits you at least once a month and whenever you request a visit	You stay in kinship care, foster care, or group home	The court conducts a disposition hearing to decide your permanent and temporary placements
CCWD prepares a social report for each hearing to help the court make a decision in your best interests		The court (or CCWD) reviews your dependency status every six months
	You return home, are adopted, obtain a legal guardian, or are placed in long-term out-of-home care	No later than 12 months after the disposition hearing, the court conducts a permanency planning hearing

OUT-OF-HOME CARE

What is out-of-home care?

Out-of-home care, also called foster care, is a 24-hour state-supervised living arrangement for children and youth who are in need of temporary or long-term substitute parenting. The goal of out-of-home care is to protect and care for you when your parents cannot. While you are in care, a social worker will attempt to reunify you with your family, if possible. If being with your family is not possible, a social worker will try to find you another permanent place to live.

When you are in out-of-home care, you may live in a public shelter, a foster home, a relative's home, or a group home. You have a right to live in the "least restrictive" and most family-like place that can meet your needs and to live as close to your family as possible.[53]

How do children and youth get into out-of-home care?

In most cases, children and youth are placed in out-of-home care after they have been removed from their home and a court has found their parents cannot care for them. In some cases, parents voluntarily arrange for their children to be placed in out-of-home care.

Who decides whether and when I return to my parent(s)?

The judge. If you are removed from your home, your parent(s) will have to follow a "reunification plan" before you can return. This plan is to make sure that you will be safely cared for at home.

In deciding whether to return you to your home, the judge will get input from many people, including your social worker, probation officer, and attorney. The judge makes the decision through a series of hearings in which you have the right to participate. See the section called ***Role of the Courts***.

What is a "case plan"?

Your case plan[54] is a written document that sets out specific steps the social service agency and your family will take to try to resolve the problems that led to your being removed from your home. The county child welfare department must complete a case plan within 60 days of your removal from home.[55] It must take into account your best interests and special needs.[56] See the box on the next page for what must be in the case plan.[57]

The case plan must include your health and education records.[58] It should be updated at least every six months.[59] You have a right to be involved in the development of your case plan.[60] Ask your social worker if you want to participate.

CONTENTS OF THE CASE PLAN

A case plan must have:

- The long-term goal for your welfare and steps to reach that goal;
- The type of foster care where you are placed
- Why that placement is appropriate for you
- A plan for your proper care
- A plan for ensuring that you and your family receive services
- Why those services are appropriate for you and your family
- A visitation schedule for your social worker/probation officer
- A visitation schedule for your parents and siblings; and
- A transitional independent living plan if you're 16 or older.[61]

What is a transitional independent living plan?

It's a plan for how you will get the skills and help you need to be able to live on your own. Your social worker must give you information about and the opportunity to participate in the independent living plan.[62] See the section called ***Independent Living and Transitional Housing*** for more details.

Can I see my case plan?

Yes, if you are over 12, you have a right to review the plan, sign it, and receive a copy.[63] Every child has a right to be involved in the development of his or her case plan (as age appropriate).[64] The case plan is a part of the court record of each hearing, so you can get a report of its contents at each hearing.[65]

TYPES OF PLACEMENTS

Where will I be sent to live if I am placed in out-of-home care?

There are several different types of placements where you may be sent, depending on the circumstances of your case. A *foster home* is a family setting, where you live with foster parents and up to 5 other foster children. A *group home* is a residence where you live with more children. Most group homes have paid staff that usually does not live there. Services are provided to you in a group setting, though group homes should be as family-like as possible. *Kinship care* is a placement in the home of a relative or in the home of a non-related extended family member, someone you know well, but is not a blood relative. The court will try and place you in kinship care when possible.

What is “custody"?

"Legal" custody is the right and responsibility to make the decisions relating to your health, education, and welfare.

"Physical" custody means the place you live and who is directly supervising you.

How does the social service agency get legal custody?

There are two ways the state social service agency can get legal custody of you:

- voluntary placement[66]
- court placement[67]

A *voluntary placement* is when parents agree to let the social service agency take care of their child.

A *court placement* is when the social service agency asks the court for custody of a child because the child has been abused or neglected.

See the section of this booklet on ***Role of the Courts*** to get more information on the court process.

Who makes the decision where I will go to live?

The social worker usually decides.[68] For example, a social worker decides which foster home to send you to or whether you should live in a group home. A judge can overrule the social worker and decide that you should live with a relative. A judge may also decide that your placement is not appropriate and order the social worker to find a new placement for you. See the section on ***Out-of-Home Care***.

SURVIVING THE SYSTEM

TELEPHONE CALLS

Can I make phone calls or have other people call me when I am in foster care?

Yes. You have the right to make and receive telephone calls while you are in foster care, no matter which kind of placement you live in.[69] You can call or get calls from anyone you want - unless the court says that there should be limits on who you can talk to.[70] If the court says there are people you cannot talk to, the court or your social worker must tell your caregiver (group home, foster parent, relative) about it in writing.[71]

Can I make and get calls right away when I get placed in a new shelter or group home?

Yes. Just because you are new to a placement does NOT mean that they are allowed to restrict your calls.[72] Again, only the court can limit your right to make phone calls (and your placement can enforce the court's decision).

Can my caregiver listen when I'm on the phone?

No. You have the right to make and get *confidential* phone calls.[73] That means no one can listen in to your calls. That also means that you should be able to make or take a call somewhere where there is privacy and no one else (other youth, staff or adults) is listening to your end of the conversation.

Can my caregiver punish me by taking away my right to use the phone?

You can always make calls if there is a real emergency. Also, there are certain people you must ALWAYS be allowed to call (you might have to wait your turn, but you must then be allowed to call). These people include: your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.[74] Your caregiver can temporarily take away your right to talk to other people even on your cell phone,(besides everyone in the last sentence) as punishment or to make sure that everyone has an equal chance to make calls.[75]

Can my social worker or caregiver decide that I'm only allowed to talk to certain people on the phone?

Again, only the court can make that decision. If your social worker is doing what the judge ordered, she or he can place limits on your phone use. But your social worker or caregiver cannot make a list of people you can and cannot talk unless there is a court order about it.

Can my caregiver make me pay for my phone calls?

You cannot be forced to pay for calls to anyone you have the right to call including your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing. [76] You also cannot be forced to pay for local telephone calls.[77] This means that you should have access to a free phone. Your caregiver can ask you to pay for long distance calls though. If you don't pay them back, they can take away your right to talk on the phone long distance to anyone except your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office

and Community Care Licensing (remember, you can ALWAYS call these people).[78] You also have a right to own a cell/mobile phone unless there is a court order stating otherwise.[79]

VISITATION

How often should my social worker visit?

Usually once a month. In the first month of placement, your social worker should visit at least three times.[80] If you're in a long-term, stable placement, visits can be less frequent, but your social worker should always visit at least once every two months.[81] If you're in a group home, your social worker must visit you every month.[82] If you ask to see your social worker, he or she must come to see you.

Can I visit my parents, grandparents and other relatives when I am in out-of-home placement?

Yes. You have a right to visit with your parents[83] and grandparents[84] unless there is some reason why it is not in your best interests. Your case plan spells out a visitation plan for visits that may include parents,[85] grandparents, siblings,[86] and other important family members. The judge can order visitation for anyone who has an interest in your welfare.

I'm in a different placement than my brother/sister. Can we visit each other?

Yes. The placing agency (your social worker) must allow you to keep contact with siblings as much as possible, unless the court decides it is against the best interests of you or your brother or sister.[87] Your case plan should specifically set out visitation arrangements for you and your siblings.[88]

What if I would like to change the arrangement for visiting with my family?

Talk with your attorney and social worker. At the next hearing, tell the judge how you feel. You can also petition the court yourself to modify your visitation plan. See the section of this booklet called ***Role of the Courts*.**

HEALTH CARE

Do I have a right to health care?

Yes. You have a right to basic health care, which includes medical, dental, vision and mental health services.[89]

Who can I talk to if I want to see a doctor or nurse?

Talk with your care provider (foster parent, guardian or a group home staff member). If there is a problem talking to your care provider, you can also talk with your social worker, probation officer or attorney.

Do I need an adult's permission for all health care services?

No. Although your parent, caregiver or the court must give permission for you to get most of your health care services, you can give permission for and confidentially receive certain "sensitive health care services". (See question below for definition of sensitive health care services.)

What are sensitive health care services?

Sensitive services are the specific health care services described below that the law allows you to make decisions about because it is more important for you to get treatment than not get treatment because you may be afraid or embarrassed to get permission from your parent or caregiver.

You do not need an adult's permission for any medical services that have to do with preventing or treating pregnancy, including getting birth control or an abortion or having a baby.[90] See the section on ***Pregnancy***.

You also do not need an adult's permission if you are 12 years old or older and the services are related to treatment of:

- sexually transmitted diseases(STD's), HIV/AIDS, hepatitis, tuberculosis and other serious infectious, contagious, or communicable diseases[91] ;
- drug or alcohol use;[92]
- rape[93] or sexual assault;[94]

or

- mental health conditions, but only for outpatient counseling services and only if a doctor finds that you are mature enough to make the decision and you present a danger to yourself or others without the treatment.[95]

To find services for anything talked about above, you can talk to a nurse at the Teenage Health Resource Line at (888) 711-TEEN. You can also call the California Youth Crisis Line at (800) 843-5200. Both lines are confidential, so no one else will find out what you talked about.

Do I ever <u>have</u> to take medications?

You have the right to say no to all medications and chemical substances that are not authorized by a doctor. [96]

What if I do not want to take medication that has been prescribed by the doctor?

If you do not like the way a medication makes you feel or if you think that it's not the right kind of medicine for you, try talking to your caregiver or doctor first. If this does not work, try talking to your social worker or lawyer. The Court has the power to decide who can make medical decisions in your life.[97]

How is my health care paid for?

When you are first placed in a foster home, kinship care, or a group home placement, you should be automatically enrolled in Medi-Cal or your county's substitute health insurance program. Your health care needs will be paid for through one of these two programs and you will not need to pay for any services as long as you are in, or covered by, the foster care system in California.

Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.[98] See the section called ***Transitional Medi-Cal***.

PREGNANCY

What if I become pregnant while in out-of-home care?

If you become pregnant while in foster care, the decision of whether to keep the baby, put the baby up for adoption or have an abortion is entirely up to you. You have the same right as other teens to get advice on birth control, family planning and pregnancy tests without the consent of anyone else.[99]

Do I need my parents' permission to put the baby up for adoption?

No. Voluntary adoption, however, requires the consent of both parents of the new baby.[100]

If I have the baby while in out-of-home care, will the state take it away from me?

If you give birth while in out-of-home care, your baby will not automatically be taken away from you. You and the baby should be kept together in as family-like a setting as possible. If possible, you and the child should get access to services to help support you and the baby.[101] The child welfare agency may take your baby away if it believes that the baby has been abused or neglected, or is at risk of abuse or neglect.[102] If the child welfare agency does take away your baby, it must give you notice of why it took away your baby, how the court process works to decide whether the agency should have taken your baby and what your rights are to try to get your baby back. [103] The court must give you a lawyer to help you fight to get your baby back through the court. [104]

What is a "whole family foster home"?

A "whole family foster home" is a family home specifically trained to help you develop positive parenting skills.[105] Whenever possible, you should be placed in a whole family foster home with your baby.

What is a "shared responsibility plan?

A "shared responsibility plan" is an agreement made between you, your caregiver, and the child welfare agency or the probation department.[106] The plan should be created as soon as possible, but not later than 30 days after your placement.[107]

The purpose of the plan is to help keep you and your baby as a family, to help you learn how to be a good parent, and to help prevent any arguments or misunderstandings between you and your caregiver.[108]

Things that should be included in the shared responsibility plan are: feeding, clothing, hygiene, health care, discipline, and sleeping arrangements.[109]

When the plan is finished, a copy must be given to you, your attorney, your caregiver, and the child welfare agency/probation department.[110] After this is done, your caregiver's monthly payment will increase by $200 per month for the extra care and supervision of your baby.[111]

If I become pregnant and I want an abortion, how do I get one?

If you become pregnant, Medi-Cal will cover your abortion if you want one. An abortion is considered a sensitive service that you can get without the permission of a parent, guardian, caregiver or the court, and it will be provided to you at no cost. See the section on ***Healthcare***.

Can my parents or boyfriend make me have an abortion or keep me from having one?

No. It is your choice alone. If you need someone to talk to about this important decision, call 1-800-230-PLAN to get in touch with a Planned Parenthood counselor in your area.

Will my foster care provider receive extra money to help care for my baby?

If your baby is living with you in a foster care placement, your foster care provider will receive additional foster care funding to cover the basic care and supervision of your baby.[112]

EDUCATION

Do I have a right to go to school?

Yes.[113] You have a right and a responsibility to go to school. You also have a right to the same school resources, services and extracurricular activities as other students in your school.[114]

Who can make educational decisions for me?

Your parents (or legal guardian) keep the right to make educational decisions for you unless the juvenile court specifically limits their right to make educational decisions or terminates all of their parental rights. Whenever the juvenile court limits the right of a parent to make educational decisions, the court must choose a responsible adult to make educational decisions for you. If you are a student receiving special education services and the court can't find a responsible adult to make educational decisions for you, it will ask your school district to appoint a surrogate parent.[115] However, the court and the school may not choose your social worker, probation officer or someone who works for your current group home placement or school to make educational decisions for you.[116] If the court cannot find a responsible adult to make educational decisions for you, the court may make those decisions for you.[117]

Can my foster parents make educational decisions for me?

When the court is deciding on a responsible adult, or the school district is deciding on a surrogate parent, they will probably choose your foster parent, relative caregiver, or court appointed special advocate (CASA). If the school district can't find a surrogate parent for you out of the possibilities above, then it can pick someone of its own choice.[118] The court will also consider other adults in your life like relatives, family friends, or mentors willing to make those decisions for you.

Do I have to go to certain schools because I am in out-of-home care?

You have a right to go to a public school in the district you are living, unless either your Individualized Education Program (IEP) or the person responsible for making educational decisions for you says differently.[119]

Do I have to change schools if my placement changes?

If it is in your best interest, you have the right to stay in your school for the duration of the court's jurisdiction, or for the rest of the school year, whichever is longer, even when your living arrangement changes.[120] If your placement changes and you are moving between school levels (for example, from elementary to junior high school or middle school to high school) you have the right to go to the school that students moving on from your old school are designated to attend.[121] Where you go to school is a decision that should be made by you, the person in charge of your educational decisions, and the school district's foster care liaison. If there is a disagreement among you, you have a right to stay in the same school until the disagreement is resolved.[122]

If I change schools, can my new school make me wait for any reason to enroll?

No. You have a right to be immediately enrolled in your new school, *even if:*

- the school has not yet received your proof of residency or immunization, health or academic records,

- you do not have your school uniform yet,

and/or

- you still owe fines at your old school.[123]

Will I lose credits for the work I did at my old school if I change schools?

The school you transfer to must give you full or partial credit for work you completed. Your old school is responsible for providing to your new school a record of your grades, classes taken, attendance and any credits earned.[124]

Once it has been decided that you are going to change schools, your case worker or probation officer will notify your old school of your last day of attendance and ask them to figure out your class credits and grades.[125] Within two business days of being notified, your old school must send your new school your information, including your grades, classes you've taken, immunization records, and your special education plan (if you have one).[126]

Can schools punish me or lower my grades for absences?

It depends on the reason you were absent. A school cannot punish you or lower your grades for absences because of a :

- school transfer
- foster care placement change
- court appearance

or

- court ordered activity.[127]

If you were sick, attended a funeral of a family member, or had a dental or medical appointment, including an appointment for a sensitive health service that does not require an adult's permission (see the section on ***Health Care***), the school must excuse your absence.[128] The school must give you a reasonable amount of time to complete any work you missed for any excused absence and the school must give you full credit for work if you successfully complete it.[129]

Just be sure to bring your school a note from your caregiver, social worker, probation officer, the court or your doctor excusing your absence.

RELIGION

Can my foster parents or group home make me go to a church, temple, or mosque?

No. You do not have to attend religious services that you do not wish to.[130]

Can my foster parents or group home keep me from going to my church, temple, or mosque?

No. You have a right to attend religious services of your choice. Your foster parents or group home must help you to arrange transportation to and from your place of worship provided it is within a reasonable distance. The only other way you can be prevented from attending religious services is if there is a very strong reason for not allowing you to go. Foster parents, for example, can refuse to take you to services if you seriously misbehaved on a prior occasion. They cannot, however, refuse to take you to services simply because they don't want to. Your social worker is supposed to help match you to foster care providers who will understand your religious needs.[131]

IMMIGRANT STATUS

Can I be denied services while I'm in a foster home or group home placement just because I'm an immigrant?

No. You must have fair and equal access to all available services and you may not be discriminated against or harassed just because you are an immigrant.[132]

If I'm undocumented, can I get a green card because I've been placed in a kin, foster or group home placement?

Maybe. Children who have been abused, neglected or abandoned, and are eligible for placement in long-term-foster care because they cannot be reunified with their parents may be eligible for a green card by applying for Special Immigrant Juvenile Status (SIJS).

What is Special Immigrant Juvenile Status (SIJS)?

SIJS makes it possible for dependents and wards of the juvenile court to become a permanent resident of the United States (i.e. get a green card).[133] To get the full benefits of this status, you must also apply for Permanent Resident Status.

If your application for SIJS and Permanent Resident Status are approved, you can stay in the United States permanently, work here, qualify for in-state tuition at colleges, and apply for US citizenship in five years.

Can I apply for SIJS?

To apply for SIJS, these things **must** be true:

- you are under 21;[134]
- you are not married;[135]
- you have been declared a dependent of the juvenile court or have been placed in out-of-home care by the juvenile court and remain under juvenile court jurisdiction;[136]
- your juvenile court judge has decided you are eligible for long term foster care because parental reunification is not possible;[137]
- the judge's decision regarding your eligibility for long term foster care was because of a specific finding of abuse, neglect or abandonment;[138]
- the judge has decided it is in your best interest not to be returned to your home country;[139]

and

- the juvenile court judge has signed an order confirming all of the above.

Are there risks when applying for SIJS?

Yes. A SIJS application alerts the immigration authorities that you or your family are not lawfully in this country and may cause the government to try to remove (deport) you from the United States if your application is denied.

What sorts of things could cause my Permanent Resident Status application to be denied?

Even if you meet the beginning application requirements, your application could be denied for other reasons, including if you have a record with drugs or crime, are HIV positive, or have been deported before. If you fall into any of these categories, your application could be much more risky and you should talk to an experienced immigration lawyer before you apply.

Are there any other ways to get my green card?

Yes, there are several. You might be able to have your parent, adoptive parent or stepparent apply for you if they are a US citizen even if you don't live with them. You might also qualify for something called temporary protected status if you are from a country that is in a civil war or where a natural disaster happened. To figure out your options, you should talk to a lawyer with experience in immigration issues.

How can I get help with Immigration issues?

Start by asking your social worker, CASA, probation officer or care provider to help you find someone with experience in immigration issues to assist you. You should also talk to the lawyer assigned to your juvenile court case and ask for help with the process. If your juvenile court lawyer does not know about these issues, he or she should help you find someone who does. If your lawyer is unfamiliar with SIJS or other immigration issues and resources, he or she can contact:

Immigrant Legal Resource Center—(415) 255-9499 or ilrc.org

Pacific Juvenile Defender Center— pjdc.org

LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER AND QUESTIONING (LGBTQ) YOUTH

The Foster Care Nondiscrimination Act, A.B. 458 (2003-2004), makes it illegal to harass or discriminate against youth and adults in the California foster care system because they are LGBTQ, or because someone thinks that they are.[140] This means that no one should harass or hurt you because of your sexual orientation, gender identity, sex or HIV status. If you have been harassed or discriminated against in the foster care system, you can file a complaint with CCL (Community Care Licensing), contact the state or your local Foster Care Ombudsman and/or talk to your lawyer or social worker. (See, the "Complaints" section on page 4.) If you need help or have questions about discrimination, you can also call the National Center for Lesbian Rights (they'll help even if you are not a lesbian) at 1-800-528-6257.

What if my foster parents or caregivers won't accept me or if they treat me differently because I'm an LGBTQ youth?

If your foster parents will not accept your gender identity or sexual orientation and you feel unsafe, you should be allowed to move to another placement. You also have the right to get the same services, care, placement, treatment, and benefits as all foster youth. You can't be treated differently because of your sexual orientation, gender identity, sex, or HIV+ status. For example, if other youth in your group home can date – you cannot be prevented from dating simply because your sexual orientation is different from theirs.

CONFIDENTIALITY AND YOUR RECORDS

Who can look at my records or get information about my case?

Only those people directly involved in your case.[141] Also, the social worker can share information with those people who need it in order to take care of you.[142] For example, your social worker could tell your foster parents or group home staff about your medical history so they can make sure that you get the care you need. But your social worker shouldn't tell anyone who doesn't need to know that information.

If you want others to look at your records, you can give your consent, or permission. In some cases, you might also have to get the consent of your parents, guardian, social worker, probation officer, or the juvenile court to release the information.

Can I look at my school records?

Yes. If you're under 16, you need the permission of your parents, case worker, or a judge. After you turn 16 or finish the 10th grade, you can look at them yourself.[143] Ask a guidance counselor or principal about what you need to do.

Can I look at court records?

Yes. You have the right to look at your court records.[144] You do not have a clear right to look at the records kept by your foster parents or group home. However, your attorney or "authorized representative" (anyone who has legal authority to act on your behalf) has access to those records.[145] Ask your social worker or probation officer.

(Also see section on "**Access to and Sealing of Records**" below.)

DRIVING

When can I get a driver's license?

You may get a learner's permit, which allows you to drive with a driver who is at least 25 years old, when you turn 15-1/2 years old.[146] You may be eligible for a provisional license after you have held a learner's permit for at least 6 months, completed 50 hours of supervised driving, including 10 at night, and completed driver's education and training.[147] Your provisional license becomes a full license when you turn 18 years old if you have no outstanding Department of Motor Vehicles suspensions or court ordered restrictions.[148]

What are the requirements of a provisional license?

For the first 12 months (or until you turn 18) you may not have a passenger in your car who is under the age of 20 years old unless you also have a licensed driver who is at least 25 years old in the car as well. For the first 12 months (or until you turn 18), you may not drive between 11:00 p.m. and 5:00 a.m. unless a licensed driver who is at least 25 years of age is in the car. There are exceptions to this restriction when reasonable transportation facilities are inadequate and the operation of the vehicle becomes necessary due to immediate family, employment, medical, and school needs. Licensees must carry a statement from the appropriate school official, employer, doctor, or parent/ guardian while driving.[149]

How do I get a driver's license?

The rules differ depending on your age. Once you turn 18, you can simply apply at the Department of Motor Vehicles (DMV), which is listed in the phone book's government section. If you want a license before you turn 18, you'll have to apply for a learner's permit and get your guardian or biological parent to sign a form. You can also get the signature of a grandparent, adult sibling, aunt, uncle, or a foster parent who is living with you. It is their choice if they want to sign for you. The person who signs will be responsible for damages if you have an accident. In some cases, out-of-home care providers are not permitted by the county or their own rules to sign for you. There is no right to have a license. (See the section on ***Getting a Learner's Permit for Driving if You're Under 18***).

What if I can't get a parent, guardian, relative, or foster parent to sign for my driver's license?

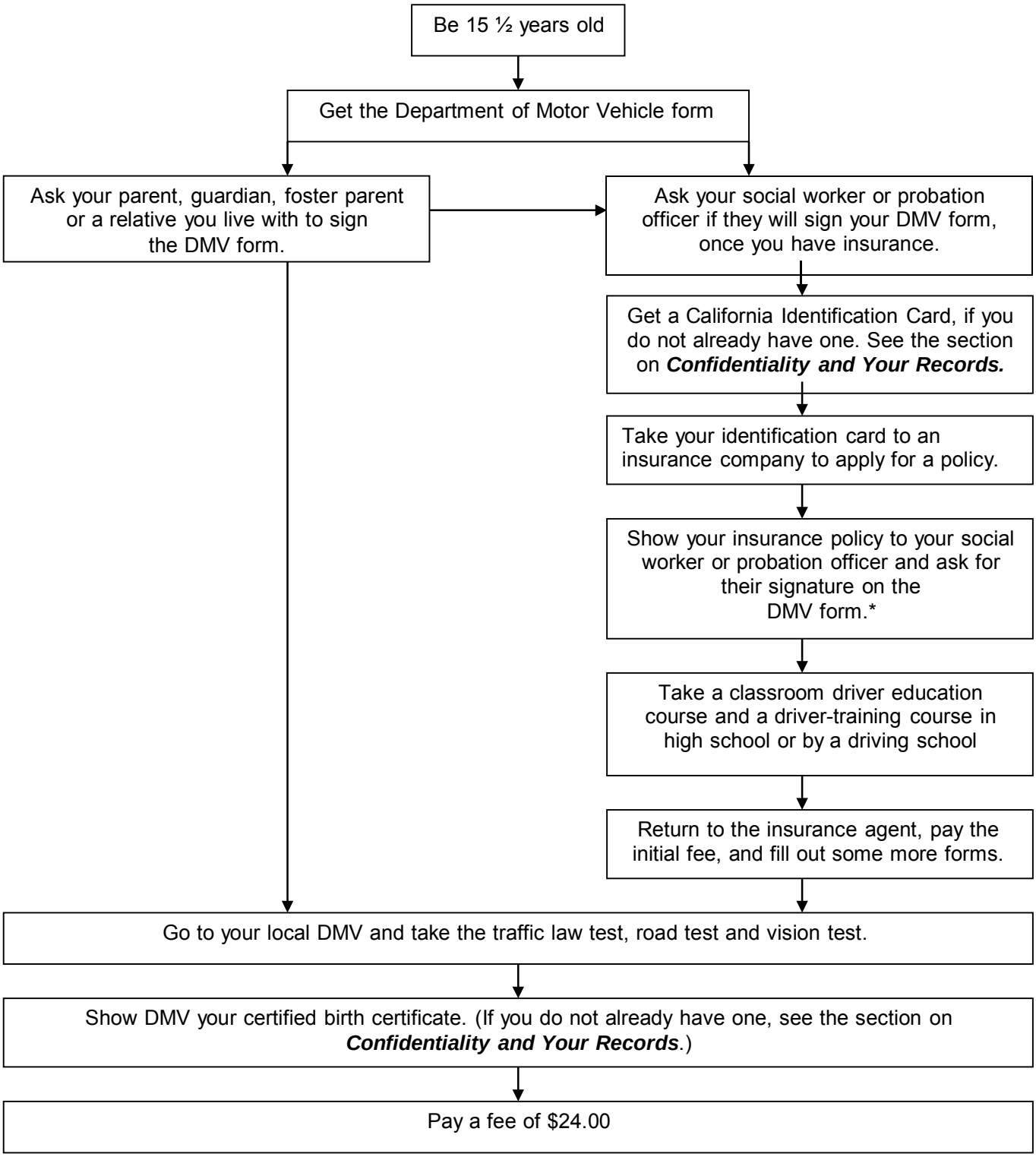
If no one will sign, you can get your probation officer or social worker to sign. They'll tell your foster parents that they're signing for you.[150] But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license.* The probation officer, social worker, or county agency will not be responsible for damages from any accident.

How do I get auto insurance?

If you have a parent, guardian, relative, or foster parent sign for your license, his or her insurance should cover you. The person who signs should talk to his or her insurance agent to make sure that you are covered under his or her insurance policy.

If you have your social worker or probation officer sign, the easiest way to get insurance is by calling the California Automobile Assigned Risk Plan toll free at 1-800-622-0954. Beware! Getting insurance is very expensive, often with a large up-front charge.

GETTING A LEARNER'S PERMIT FOR DRIVING IF YOU'RE UNDER 18



* Remember, if your probation officer or social worker signed your DMV form, you need to be extra sure to keep your insurance payments up to date. The insurance company will terminate your policy if you're late in paying. If it does, it will tell the DMV, which will take away your license.

PREPARING TO LEAVE THE SYSTEM

PREPARATION BY YOUR SOCIAL WORKER

What is supposed to happen before I leave foster care?

The court should have a final hearing to talk about closing your foster care case. You should be told about the hearing and allowed to attend.[152] Before the hearing, your social worker must make sure you have:

- Written information about your case, including your family history and placement history, and the location(s) of your siblings if they are in foster care and the court doesn't prevent you from knowing for a good reason;
- Your birth certificate, social security card, identification card, death certificate of your parent(s) if they died and proof of citizenship or residence;
- Help applying for continued Medi-Cal or other health insurance;
- A referral to transitional housing if it's available or help getting another place to live;
- Help getting a job or finding another way to earn money;
- Help applying to college or vocational training and getting financial aid; and
- Assistance to make sure you can keep relationships with people who are important to you if it is in your best interests or good for you. [153]

If any of these things have not happened and the judge thinks that is harmful to you, the court can keep your case open until all of these things are offered to you.[154] But if your social worker cannot find you or you refuse these services, the court can still close your case.

INDEPENDENT LIVING AND TRANSITIONAL HOUSING

What is an Independent Living Skills Program or ILSP?

This is a program to help you develop the skills you need to be on your own. ILSP is offered to youth 16 years old and older.[155] Many counties offer special group programs and activities to help encourage independent living skills. These should be available to every youth in foster care, age 16 and older, who wants to participate.

These Independent Living Programs are a great way to meet with other youth in out-of-home care who are in situations similar to your own. They also will help you prepare and apply for college, including letting you know about special financial aid programs available for students who were in out-of-home care. These programs will also help you find, interview for, and stay in a job.

The ILSP and services that you will need to help you prepare to move from foster care to independent living must be described in a *written transitional independent living plan (TILP),*[156] which is part of your case plan. The TILP, designed by your social worker(and agreed to by you), should be appropriate for your age and abilities and should include education, career development, living skills, financial resources, and housing related services.[157]

Who is eligible for these Independent Living Skills Programs?

Youth who are under 21 and were in a foster care or KinGap placement anytime between their 16th and 19th birthdays are eligible for ILSP. [158] However, any youth may be allowed to attend ILSP events. Some counties, for example, allow younger foster youth to participate.[159] Ask your social worker about it.

What is transitional housing?

It is a type of placement that's available to foster youth 16 to 18 years old who are in, or have successfully completed, an Independent Living Program.[160] There are three different kinds of transitional housing. You can:

- live with an adult in an apartment,
- live in your own apartment, with a supervising adult who lives in the building, or
- live in your own apartment with supervision by the Department.[161]

So far, it's available in only a few counties in California, but should be available to more youth soon. For more information on what counties provide transitional housing talk to your social worker or you can visit: http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf.

See the “Transitional Housing Program Plus” section below for information on transitional housing available in some counties for youth age 18 to 24 who are no longer in foster care.

MONEY AND JOBS

Do I have a right to an allowance or money for clothing?

If you are in a group home, you have a clear right to an allowance unless your case plan says that you shouldn't receive it.[162] There is not, however, a clear right to an allowance for youth in foster homes. Your group home or foster home can keep your money in a safe place for you so long as you have access to it.[163]

When can I get a job?

You can legally start a job when you turn 16, and even sooner in special cases.[164] There are restrictions on the number of hours you can work per day and per week and the type of work you can do.[165] Ask your Independent Living Skills Program (ILSP) worker or school about how to find a job and get a work permit.

Can my foster parents or group home keep me from working?

Yes, but they must have a good reason. The reason must be in your case plan if you are 16 or older. If you are able to work responsibly, your group home or foster home should cooperate in your employment. [166]

Will I need an ID or a social security card to get a job?

Yes. You will probably need both. Employers will need to see official identification proving who you are and that you have a social security number. Such identification may include a U.S. passport, driver's license, California identification card, Naturalization papers, etc. Even if a job does not require these, it is always a good idea to have a copy of your social security card and a picture ID. You should keep these in separate locations whenever possible, so that if you lose one, you still have the other.

How do I get a social security card?

You probably already have a social security number assigned to you and you just need a copy of your card. First check to see if your social worker already has a social security card for you in your case file. You can also just go to a local social security office to get a card. To find the nearest office, look in the phone book or on the internet at: https://secure.ssa.gov/apps6z/FOLO/fo001.jsp. You will need to fill out a form, prove who you are and that your are a U.S. citizen or are here legally. Replacing your social security card does not cost anything.

What if somebody else already has my birth certificate or social security card and I can't get it from that person?

You can get another copy of either. There's no law against having several copies. To obtain a certified copy of your birth certificate, you should first check with your social worker. He or she should have a copy. If he or she does not have a copy, call the vital statistics office in your birth state for instructions on how to request one. Each state is a little different, so make sure you understand what they need. It may take a few weeks, unless you go in person. It usually costs $10 - $20. If you were born in California, the number is (916) 445-2684, and the fee is $15.00.

What is a California identification (ID) card?

A California ID card is a card issued by the State of California. ID cards look like driver's licenses, but are used for identification purposes only. An ID card is valid for six years.

How do I get a California identification (ID) card?

To get a California ID card, you will have to visit a local Department of Motor Vehicles (DMV) office. At the DMV, you will have to do the following:

- Complete an application form DL 44. (An original DL 44 form must be submitted. Copies will not be accepted.)
- Give a thumb print.
- Have your picture taken.
- Provide your social security number. It will be verified with the Social Security Administration while you are in the office.
- Verify your birth date and legal presence. You may use any number of documents to prove this, such as your California driver license, passport, birth certificate or Permanent Resident Card.
- Pay the application fee. ($21)

(More information about obtaining an ID card can be found at http://www.dmv.ca.gov/dl/dl_info.htm#idcard.)

What if I don't have a social security number?

If you are legally in the United States, but cannot get a social security number, you do not need to provide a social security number at the DMV. However, you will need to provide a legal document which proves your birth date and legal presence.

If I have a juvenile record, will my employer be able to get this information?

Most employers (law enforcement agencies, certain government agencies and certain private employers are exceptions[167]) should not be able to get information that is in your juvenile record unless you give it to them or give them permission to see it. However, if you get your juvenile record sealed, no one can get access to your record[168], See the section called ***Access to and Sealing of Records*** for more information.

Is there a limit on how much I can save?

Yes. Any savings that you plan to use to prepare to leave or when you leave foster care may not exceed $10,000 including interest.[169] This type of savings account is called an emancipation account. The government may not make you use any of your savings in this account to help pay for your foster care placement.[170]

You may also save money in a different account than your emancipation account. However, the government may ask you to use any money you save over $1,000 that is placed in this account to help pay for your foster care placement.

What is an emancipation account?

The emancipation account is an ordinary bank account that you open, or any adult opens on your behalf, for the specific purpose of saving money that you earn through a job, participation in an ILSP program, or any other source detailed in your written transitional independent living plan to help you make it on your own when you leave the system.

How do I set up an emancipation account?

Your ILSP worker will help you with this. You can set up an emancipation account by opening, or having an adult open an account in your name with a bank or savings and loan institution that is insured. This account should be separate from any account you keep for basic spending money. The money that you deposit in this account must be from work or other sources that are part of your written independent living transitional plan. The money in this account must be used for purposes related to the goal of emancipation or when you leave foster care. If you need to withdraw money from this account while you are still in foster care, your social worker must agree in writing that the reason you need to withdraw the money is related to the goal of emancipation and place the written approval of the withdrawal in your case file.

LEAVING THE SYSTEM

EMANCIPATION

What does "emancipation" mean?

It means being free from the custody and control of your parents, guardians, the social service agency and the juvenile court.[171] Legally, when you turn 18, or reach the age of "majority," you become an adult under the law.[172] This means that you can vote, enter into contracts, get married and have certain other rights and responsibilities. Sometimes, however, the court will keep jurisdiction over your case and the court will still be involved in your life after you turn 18.

Do I have to leave foster care when I turn 18?

Juvenile courts in California are allowed to keep your case open until you turn 21, but they are not required to.[173] In some counties, almost all youth leave the system when they turn 18, or maybe 19 if they are still working toward a high school diploma, GED or vocational certificate.[174] There are some things that need to happen in every county before the court can terminate jurisdiction and "emancipate" you from foster care. Beginning January 1, 2012, you will have the option to stay under or leave the court's jurisdiction at age 18.[175]

Will I still get health insurance when I leave foster care?

If you are in foster care when you turn 18, you can continue to use Medi-Cal until you turn 21. (See the ***Transitional Medi-Cal*** section of this booklet).

Can I get emancipated before I turn 18?

You can be emancipated under 18 if you get married or join the armed services – with the consent of your parent(s) or guardian(s) and the court.[176] You can also be emancipated by a judge[177]; but you won't qualify for emancipation by a judge if you are living in a group home, foster home, temporary shelter or living in any other situation where someone else supports you.

To be emancipated by a judge before you turn 18, you must be at least 14, living independently and managing your own finances, including having a legal source of income and managing your own finances and paying for things like food, clothing and housing.[178] Even if you meet the basic requirements, a judge may refuse to declare you emancipated if it is "contrary to your best interest," or in other words, not good for you.[179]

Is emancipation my best option before I turn 18?

Emancipation is not for everyone. Very few youth meet the requirements before reaching the age of 18. Plus, emancipation may not be necessary to get the things you need. If, for example, you need a different living situation, it may be a better option to try to get your placement changed or a different living arrangement approved by the court. (See ***Types of Placements***, ***Independent Living*** and ***Role of the Courts*** sections in this booklet.) You already have the right to get counseling and treatment for things like contraception, sexually transmitted diseases, pregnancy-related treatment, and drug and alcohol abuse treatment without notice to or the consent of adult. Emancipation is a serious step and should be considered carefully. Even after you're emancipated, you'll still be treated as a minor in some ways. Emancipation won't let you drive before the age of 16.[180] It also doesn't change the rules about statutory rape. Until you turn 18, you'll still need parental or court permission to get married.[181] You still won't be able to drink[182] or smoke.[183] You also won't be able to vote.[184]

TRANSITIONAL MEDI-CAL

Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.[185] To receive these benefits you must keep living in California and make sure your social worker and Medi-Cal office know:

- your current address,
- if you want to continue under Medi-Cal, and
- if you will be getting any other health insurance.[186]

This type of Medi-Cal does not depend on how much money you have or what type of living arrangement you live in once you leave foster care.[187] You will have to go through the review process once a year and show that you are still under 21, living in California, and want to continue receiving Medi-Cal.

If you are going to turn 18 soon and leave the foster care system, but no one has talked to you to find these things out, call your social worker or call your county's Medi-Cal eligibility worker to set up an appointment.[188]

This extension of Medi-Cal does not apply to you if you are in the Kin-GAP program, an undocumented immigrant, or living in a residential treatment facility. You are not disqualified if you are on probation, though.[189]

TRANSITIONAL HOUSING PROGRAM PLUS (THP+)

What is the Transitional Housing Program Plus (THP+)?

THP+ is a program designed to help you live on your own once you have left foster care by helping you with housing and other services.[190] The THP+ program is run by local county governments.[191]

Who is eligible for THP+?

You are eligible for THP+ if:

- you are between the ages of 18 and 24;[192] and
- you have emancipated out of foster care in a county that has chosen to participate in the THP+ program.[193] Sometimes counties will offer THP+ to youth that emancipated from foster care in a different county, but are now living in their county.[194]

How long can I get THP+ Services for?

You cannot receive THP+ services for more than 24 months.[195] You also cannot receive THP+ if you are over the age of 23.

Does it cost anything to stay in THP+ housing?

This depends on the program. You will need to check with the individual program to find out how much it costs. You may be charged monthly rent, but the cost is regulated by California law.[196].

Does every county have a THP+ program?

Unfortunately, no. Counties choose whether or not to participate in the THP+ program. To find out if your county participates in the THP+ program, you can contact a transitional housing coordinator in your county. See the section of this booklet called ***Useful Resources*** for more information.
.

ACCESS TO AND SEALING OF RECORDS

Can I get my juvenile court record sealed?

Yes. You can seal your records if you are a dependent (300) status offender (601), or delinquent (602) [197],. You can get them sealed:

- five years after your last juvenile court contact. That means five years after the juvenile court jurisdiction ended or the first time you were ordered to appear before your probation officer, whichever is later.

or

- after you turn 18,

but,

- if you've committed certain serious crimes, you will not be able to seal your records. [198].

For more information about sealing your records, see the ***Useful Resources*** section of this booklet.

How do I get my juvenile court records sealed?

Your records won't be sealed automatically. *You* must do something to get them sealed. A petition must be filed with the juvenile court asking the judge to seal your records.[199.] Contact your dependency or delinquency attorney for information about sealing your records. You can also get information on record sealing from the probation department, the social service agency or the juvenile court in the county where your case was handled.(WIC 826.6) The Public Defender's office or your local Legal Aid office may be able to provide you with free legal help to seal your record. The probation department, social service agency or the juvenile court may be able to give you referrals to other agencies for free legal help to assist you in sealing your record.

What can I say to people who ask me if I have a juvenile court record?

After your juvenile court records are sealed, you can *totally deny* having a record. In other words, the law says that you can say that the juvenile court case never happened. You can also deny having a sealed record. You can even deny being arrested, detained, or having any contact with the juvenile court.[200] This rule is to help you avoid the stigma of having been involved with the juvenile court.

After my records are sealed, can anyone look at them?

Only with your permission. If you want someone to look at your record, you'll have to ask the court to let it happen.[201]. Keep in mind it could take months to seal your whole record. This is the time it takes for the court to contact all the agencies with information about you.

Will the records ever be destroyed?

Yes, if your records can be sealed. But when they're destroyed depends on whether you had them sealed and your juvenile court status. Records that the law does not allow to be sealed cannot be destroyed. The Juvenile Court must order that your juvenile court records (all records and papers, any minute book entries, dockets and judgment dockets) be destroyed as described in the chart below. You can also ask the court to order any agency that keeps any of your records after the juvenile court

records are destroyed to destroy the agency records they have kept[202]. You may also request that the records be released to you before they are destroyed.[203]

WHEN JUVENILE COURT RECORDS ARE DESTROYED

Juvenile Court Status	When Juvenile Court Records Are Destroyed
Section 300 *Dependent*	At age 28[208], or 5 years after they're sealed.[209]
Section 601 *Status Offender*	Sealed records destroyed after 5 years. Unsealed records destroyed at age 21.[210]
Section 602 *Delinquent*	For certain serious crimes, records cannot be destroyed. At age 38, for records of all other crimes.[211]

USEFUL RESOURCES

- **Office of the State Foster Care Ombudsman**[212] **(877) 846-1602**
  http://www.dss.cahwnet.gov/ombudsman/
  fosteryouthhelp@dss.ca.gov

  Contact information for county offices may be found at:
  www.fosteryouthhelp.ca.gov/pdfs/CountyContacts.pdf

  County Ombudsman Offices

Alameda	**(510) 268-2365**
Fresno	**(559) 253-9450**
Kern	**(661) 631-6071**
Los Angeles (Foster Care/Relative Homes)	**(888) 889-9800/ (626) 938-1718**
Los Angeles (Group Homes)	**(888) 445-1234/ (213) 893-7988**
Los Angeles (Emancipation Issues)	**(626) 229-3849**
Los Angeles (Probation)	**(877) 822-3222/ (526) 940-2515**
Orange	**(714) 245-6015**
Riverside	**(909) 358-3236/ (909) 358-3134**
Sacramento	**(916) 875-2000**
San Diego	**(858) 694-5319**
San Francisco	**(415) 401-4449**
San Mateo	**(650) 802-6465/ (650) 595-7663**
Santa Clara	**(408) 436-7600**
Solano	**(707) 438-0110**

  Other Offices

Medi-Cal Ombudsman	**(888) 452-8609**
Medi-Cal Ombudsman (Dept. of Mental Health)	**(800) 896-4042**
California Youth Authority Ombudsperson Office)	**(916) 262-1467**

- **Community Care Licensing (CCL)**
  More information on CCL is located at: www.ccl.dss.cahwnet.gov/res/pdf/childres_rolist.pdf and www.ccld.ca.gov

  Statewide Children's Residential Program Offices
  (916) 445-4351 / (310) 665-1940
  All Counties

  Northern California Children's Residential Program Regional Office
  (916) 263-4700
  Counties: Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Solano, Stanislaus, Tuolumne, Yolo

Chico Children's Residential Program Local Unit
(530) 895-5033
Counties: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba

Central California Children's Residential Program Regional Office
(408) 277-1289
Counties: Monterey, San Benito, Santa Clara, Santa Cruz

Fresno Children's Residential Program Local Unit
(559) 243-8080
Counties: Alpine, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Tulare

Rohnert Park Children's Residential Program Local Unit
(707) 588-5026
Counties: Marin, Mendocino, Napa, Sonoma

San Bruno Children's Residential Program Local Unit
(650) 266-8800
Counties: Alameda, Contra Costa, San Francisco, San Mateo

Pacific Inland Children's Residential Program Regional Office
(951) 782-4207
Counties: Riverside, Imperial, and San Bernardino

Orange County Children's Residential Program Local Unit
(714) 703-2840
County: Orange

San Diego Children's Residential Program Local Unit
(619) 767-2300
Counties: San Diego

Los Angeles and Tri-Coastal Counties Children's Residential Program Regional Office
(323) 981-3300
Counties: Los Angeles, Ventura, Kern

Santa Barbara Children's Residential Program Local Unit
(805) 682-7647
Counties: San Luis Obispo, Santa Barbara

Los Angels Metro and Valley Children's Residential Program Regional Office
(310) 568-1807
County: Los Angeles

Woodland Hills Children's Residential Program Local Unit
(818) 596-4334
County: Los Angeles

- **California Youth Crisis Line** (24 hours a day). **(800) 843-5200**

  The Youth Crisis Line can answer questions about:
  • food • health care • drug treatment
  • child care • where to stay • where to get legal help

  It's confidential. You can also call just to talk.

- **California Youth Connection (CYC) (800) 397-8236**

  CYC is an organization to help you speak out about the needs of foster youth. CYC was started by foster youth in 1988 to give you a voice about issues that affect you. CYC members work on legislation, speak to the legislature and other policy makers, and work on statewide committees and in their own communities, to improve the foster care system. CYC is youth run and each year youth put on two statewide conference where CYC members from all over California come together to discuss issues. CYC builds leadership skills and gives you a network of current and former foster youth for peer support. You can join CYC at age 14 and remain a member until age 24. Many Independent Living Skills Programs have CYC chapters. To find out if there is one in your county, contact your county Independent Living Program or call the CYC statewide office.

- To find out about your county's **Independent Living Programs** call the office in your county. More information can be found at:

  http://www.childsworld.ca.gov/res/pdf/ILPCC03.pdf

- To find out about your county's **Transitional Housing Programs** call the office in your county. More information can be found at:

  http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf

- For more information about **Sealing Your Records**, you can visit:

  http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_of_JuvenileRecords_Handout_Alameda.pdf

  or

  http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_JuvenileRecords_JD.pdf

- Other helpful numbers for your **county** include:

  (County agencies: please fill in names and numbers for the court, Medi-Cal, after care programs, CASA, and any other services you have found useful.)

_____	_____
(Name)	(Telephone Number)
_____	_____
(Name)	(Telephone Number)

(Name)	(Telephone Number)
(Name)	(Telephone Number)
(Name)	(Telephone Number)

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The number refers to the page number that has a definition for the word.

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ENDNOTES

1. The following abbreviations refer to United States (federal) law:

CFR	Code of Federal Regulations
INA	Immigration and Nationality Act
USC	United States Code

The following abbreviations refer to California law:

BPC	Business & Professions Code
CC	Civil Code
EC	Education Code
FC	Family Code
GC	Government Code
HSC	Health & Safety Code
PeC	Penal Code
PrC	Probate Code
VC	Vehicle Code
WIC	Welfare & Institutions Code
CCR	California Code of Regulations
RC	California Rules of Court

The following abbreviations refer to California administrative documents:

ACWDL	All County Welfare Directors Letter (**http://www.dhcs.ca.gov/services/Medi-Cal/eligibility/Documents/00-61.pdf**
ACIN	All County Information Notice (http://www.dss.cahwnet.gov/lettersnotices/PG1011.htm)
DSSM	California Department of Social Services Manual of Policies and Procedures, Division 31, Child Welfare Services Manual

3. WIC 16001.9(a)(8)
4. DSSM 31-002(g)(1); 31-020
5. 22 CCR 84072.2; WIC 16001.9(a)(8)
6. 22 CCR 89372(a)(4)
7. WIC 300
8. WIC 601(a), (b)
9. WIC 602
10. WIC 315-16; 319
11. WIC 334
12. WIC 355; 356
13. WIC 358; RC 1451
14. WIC 358(b); 358.1

15. WIC 366.21(c)
16. WIC 364(a); 366(a)
17. WIC 366.21
18. WIC 399
19. WIC 293(a)--(c); 366.21(b)
20. WIC 366.21(f)
21. WIC 366.21(g)(1)
22. WIC 366.21(g); 366.26(b)(1),(3)
23. WIC 366.26(b)(3), (5)
24. WIC 366.26(c)(1)(B): The court can consider guardianship only if the court finds that one of the following situations exist: (1) the child lives in a residential treatment facility; adoption is unlikely, and continuation of parental rights will not prevent finding the child a permanent family placement once the child leaves the facility; (2) the parents have maintained regular visitation and contact with the child and the child would benefit from a continuing relationship with the parents; (3) the child is at least 12 years old and the child objects to termination of parental rights; (4) exceptional circumstances prevent the child's current caretakers from adopting and the removal of the child would be seriously detrimental to the emotional well being of the child; or (5) at each and every hearing at which the court was required to consider reasonable efforts or services, the court found reasonable efforts at family reunification were not made or reasonable services were not offered or provided to parents.
25. WIC 366.21(g)(3); 366.26(b)(5)
26 WIC 366.3(d), (j)
27. WIC 366.26(b)(1)
28. FC 8602
29. FC 8604; 8605; 8606
30. FC 8616
31. WIC 16115, *et seq ;* WIC 16120(a)(1)
32. WIC 16120.1
33. WIC 16121
34. WIC 366.26(i)(3)
35. WIC 366.21(g); 366.26(b)(3): For children who are not dependents in the juvenile court, guardianship proceedings are governed by PrC1500 et. seq. and are handled in the family or probate division of the Superior Court.
36. WIC 11363(a)
37. PrC 1600; FC 7002(a), (b)
38. WIC 293(a)(4); 294(a)(3); 295(a)(4); 349; 366.21(a), (b)
39. WIC 399; 16001.9(a)(17)
40. WIC 353.1; 388
41. WIC 399; 16001.9(a)(17)

42. WIC 361.3(a)
43. WIC 349; 317(c), (e)
44. WIC 317(c); RC 5.660(b)
45. WIC 317(c),-(e)
46. WIC 317(d), (e)
47. *In Re Kristen B.,* 187 Cal.App.3d 596, 608; 232 Cal.Rptr. 36, 43 (1986).
48. RC 5.530; *Charles S. v. Superior Court*, 168 Cal.App.3d 151, 156; 214 Cal.Rptr. 47, 50 (1985)
49. RC 5.530; *In re B.G.*, 11 Cal.3d 679, 693; 114 Cal.Rptr. 444, 454 (1974); *In re Joshuia S.*, 205 Cal.App.3d 119, 122; 252 Cal.Rptr. 106, 107 (1988)
50 WIC 295(a)(6)
51. WIC 346
52. WIC 366.21(c); 355(b)(1)
53. WIC 16000(a)
54. WIC 16501.1
55. WIC 16501.1(d)
56. WIC 16501.1(c)(1); DSSM 31-205
57. WIC 16501.1(a), (f); DSSM 31-206
58. WIC 16010(a); DSSM 31-206.35
59. WIC 16501.1(d); 11405(b)(2)
60. WIC 16001.9(a)(19); 16501.1(f)(12)
61. WIC 16501.1(f)(16)(B); DSSM 31-206
62. DSSM 31-525.61; 31-525.64; 31-525.7
63. WIC 16501.1(f)(12)
64. WIC 16001.9(a)(19)
65. WIC 16501.1(f)(13)
66. WIC 16507.4(b) (2)
67. WIC 300; 319(e); 361.2(e)
68. WIC 361.2(e); DSSM 31-405
69. WIC 16001.9(a)(9)
70. WIC 16001.9(a)(9)
71. ACIN I-80-05
72. WIC 16001.9(a)(9); ACIN I-80-05
73. WIC 16001.9(a)(9)
74. 22 CCR 84072(c)(20), (21)
75. 22 CCR 83072(c)(6), 84072(c)(11), 89372(c)(16); ACIN I-80-05

76. WIC 16001.9(a)(6), (8), (9); ACIN I-80-05
77. ACIN I-80-05
78. ACIN I-80-05; 22 CCR 83072(c)(6); 84072(c)(11); 89372(c)(16)
79. 22 CCR 83072(c)(3),(4),(6)
80. DSSM 31-320.2
81. DSSM 31-320.31; 31-320.4
82. DSSM 31-320.414
83. WIC 362.1(a); DSSM 31-340.2; WIC 16001.9(a)(6)
84. WIC 16507(a); DSSM 31-345; WIC 16001.9(a)(6)
85. WIC 16501.1(f)(5)
86. WIC 16501.1(f)(8)
87. WIC 16002(b); 16001.9(a)(7)
88. WIC 16002(b); 16501.1(f)(8); 16501.1(g)
89. WIC 16001.9(a)(4)
90. FC 6925. Minors may not give consent to sterilization procedures (permanent prevention of reproduction including vasectomies, tubal ligation, hysterectomies etc.)
91. FC 6926
92. FC 6929
93. FC 6927
94. FC 6928
95. FC 6924(f): Minors may not consent to receive psychotropic medications, psychosurgery or shock treatment.
96. WIC 16001.9(a)(5)
97. WIC 369
98. WIC 14005.28; ACIN I-117-00; ACWDL 00-61;
99. FC 6925
100. FC 8604, 8605
101. WIC 16002.5, 16004.5
102. WIC 300, 305, 309
103. WIC 307.4
104. WIC 317(b)
105. WIC 11400(t)
106. WIC 16501.25(b)(1)
107. WIC 16501.25(b)(1)
108. WIC 16501.25(b)(2)-(3)

109. WIC 16501.25(b)(3)

110. WIC 16501.25(c)

111. WIC 11465(d)(2)

112.WIC 11465; 16501.25

113. WIC 16001.9(a)(13)

114.EC 48853(g)

115. WIC 361(a)

116. WIC 361(a)

117. WIC 361(a)

118. GC 7579.5

119. EC 48853

120. EC 48853.5(d)(1),(2), (5), (7)

121. EC 48853.5(d)(3)

122. EC 48853.5(d)(8)

123. EC 48853.5(d)(4)(B)

124. EC 49069.5(d), (e)

125. EC 49069.5(c)

126. EC 49069.5(d), (e)

127. EC 49069.5(h)

128. EC 48205

129. EC 48205 (b)

130. 22 CCR 80072(a)(5), 89372(c)(17); WIC 16001.9(a)(10)

131. 22 CCR 89173(c); DSSM 31-420.12

132. WIC 16001.9(a)(23)

133. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)

134. 8 CFR § 204.11(c)(1)

135. 8 CFR § 204.11(c)(2)

136. 8 CFR § 204.11(c)(3)

137. 8 CFR § 204.11(a), (c)(4)

138. INA § 101(a)(27)(J)(i); 8 USC § 1101(a)(27)(J)(i).

139. 8 CFR § 204.11(a), (c)(6); INA § 101(a)(27)(J)(ii); 8 USC § 1101(a)(27)(J)(ii)

140. WIC 16001.9(a)(23)

141. WIC 10850(a); RC 5.552; WIC 16001.9(a)(22)

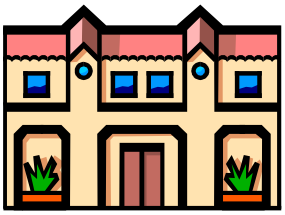
142. 22 CCR 84070; 80070(c). (e)

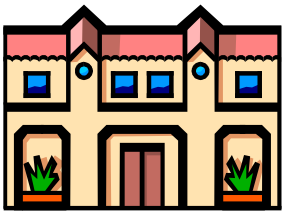
143. EC 49076(a)(6)

144. WIC 827(a); RC 1423
145. 22 CCR 80070(e)
146. VC 12509; 12814.6(a)(1)
147. VC 12814.6(a)
148. VC 12814.6
149. VC 12814.6(b)
150. VC 17701
152. WIC 391(a)
153. WIC 391(b)
154. WIC 391(c)
155. DSSM 31-002(i)(1), 31-525.3; WIC 16001.9(a)(16)
156. DSSM 31-002(t)(4)-(5)
157. DSSM 31-525.86
158. DSSM 31-525.3. Youth in voluntary foster care placements are not eligible.
159. DSSM 31-525.33
160. WIC 16522(a)
161. WIC 16522(d)(1)-(3)
162. 22 CCR 84077(a)(2)
163. 22 CCR 89372(c)(18)(C)
164. 22 CCR 89372(c)(18)(D)
165. EC 49116
166. WIC 16001.9(a)(14); DSSM 31-525.82
167. Labor Code 432.7; Penal Code 11155.5
168. WIC 781
169. WIC 11155.5
170. WIC 11155.5(a); 16001.9(11)
171. FC 7050(c)
172. FC 650
173. WIC 303
174. WIC 11403
175. 2009 CA A.B. 12
176. FC 7002
177. FC 7002(c); 7120; 7122
178. FC 7120(b)

179. FC 7122(a)
180. VC 12509; 12814.6
181. FC 302
182. BPC 25658(b)
183. PeC 308(b)
184. United States Constitution, Amendment XXVI
185. WIC 14005.28; ACIN I-117-00; ACWDL 00-61, 00-20
186. ACIN I-117-00
187. ACWDL 00-61
188. ACIN I-117-00
189. ACWDL 00-61
190. WIC 16522; DSSM 30-912
191. 22 CCR 86001(t)(2)
192. WIC 11403.2(a)(2)
193. WIC 11400(r)(1), WIC 11403.2, DSSM 30-913.1
194. DSSM 30-913.1
195. DSSM 30-913.2
196. DSSM 30-914
197. WIC 389; WIC 781
198. WIC 389(a); WIC 781(a)
199. *Id*
200. *Id.*
201. *Id.*
202. WIC 826(b)
203. *Id.*
208. WIC 826(a)
209. WIC 389(c)
210. WIC 826(a)
211. *Id.*
212. WIC 16164, 16165, 16001.9(a)(8)

EXHIBIT A-33





BACKGROUND SUMMARY

- **Background** – Delinquent history, substance abuse history, family relationship and status
- **Adjustment to placement** – Placement history, completion of chores, curfew, interaction with peers and staff
- **CSW/DPO Assessment** – Letter regarding the youth.
- **Employment** – Work history, volunteer experience
- **Visitation Plan** – Parents, siblings and adult plan
- **Counseling** – Behavioral health needs and status
- **Medication/Medical** – Physical health needs and status-medication-allergies
- **ILP/ITSP** – Date of completion of ILP classes, participation in ITSP
- **Education** – Educational needs and status
- **Interest** –Hobbies, activities
- **Future Plans**- Career goals, college, vocational training
- **Special Incidents** – Conduct in placements, school and public
- **Concerns** – Behavior, attitude, criminal behavior

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Name _____ Date _____

Daily Living

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know where to go to get on the Internet.					
I can find what I need on the Internet.					
I know how to use my email account.					
I can create, save, print and send computer documents.					
I know the risks of meeting someone in person that I met online.					
I would not post pictures or messages if I thought it would hurt someone's feelings.					
If someone sent me messages online that made me feel bad or scared, I would know what to do or who to tell.					
I know at least one adult, other than my worker, who would take my call in the middle of the night if I had an emergency.					
An adult I trust, other than my worker, checks in with me regularly.					
When I shop for food, I take a list and I compare prices.					
I can make meals with or without using a recipe.					
I think about what I eat and how it impacts my health.					
I understand how to read food product labels to see how much fat, sugar, salt, and calories the food has.					
I know how to do my own laundry.					
I keep my living space clean.					
I know the products to use when cleaning the bathroom and kitchen.					
I know how to use a fire extinguisher.					

Self Care

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I can take care of my own minor injuries and illnesses.					
I can get medical and dental care when I need it.					
I know how to make my own medical and dental appointments.					
I know when I should go to the emergency room instead of the doctor's office.					
I know my family medical history.					
I know how to get health insurance when I am older than 18.					
I have at least one trusted adult who would visit me if I were in the hospital.					
There is at least one adult I trust who would be legally allowed to make medical decisions for me and advocate for me if I was unable to speak for myself.					
I know how to get the benefits I am eligible for, such as Social Security, Medicaid, Temporary Assistance for Needy Families (TANF), and Education and Training Vouchers (ETV).					
I bathe (wash up) daily.					
I brush my teeth daily.					
I know how to get myself away from harmful situations.					
I have a place to go when I feel unsafe.					
I can turn down a sexual advance.					
I know ways to protect myself from sexually transmitted diseases (STDs).					
I know how to prevent getting pregnant or getting someone else pregnant.					
I know where to go to get information on sex or pregnancy.					

Relationships and Communication

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I can speak up for myself.					
I know how to act in social or professional situations.					
I know how to show respect to people with different beliefs, opinions, and cultures.					
I can describe my racial and ethnic identity.					
I can explain the difference between sexual orientation and gender identity.					
I have friends I like to be with who help me feel valued and worthwhile.					
I am a part of a family and we care about each other.					
I can get in touch with at least one family member when I want to.					
I have friends or family to spend time with on holidays and special occasions.					
I know at least one adult I can depend on when I exit care.					
I know an adult who could be a grandparent, aunt or uncle to my children now or my future children.					
My relationships are free from hitting, slapping, shoving, being made fun of, or name calling.					
I know the signs of an abusive relationship.					
I know what my legal permanency goal is.					
I have information about my family members.					
I think about how my choices impact others.					
I can deal with anger without hurting others or damaging things.					
I show others that I care about them.					

Housing & Money Management

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I understand how interest rates work on loans or credit purchases.					
I understand the disadvantages of making purchases with my credit card.					
I know the importance of a good credit score.					
I know how to balance my bank account.					
I put money in my savings account when I can.					
I know an adult who would help me if I had a financial emergency.					
I use online banking to keep track of my money.					
I know the advantages and disadvantages of using a check cashing or payday loan store.					
I know how to find safe and affordable housing.					
I can figure out the costs to move to a new place, such as deposits, rents, utilities, and furniture.					
I know how to fill out an apartment rental application.					
I know how to get emergency help to pay for water, electricity, and gas bills.					
I know what can happen if I break my rental lease.					
I can explain why people need renter's or homeowner's insurance.					
I know an adult I could live with for a few days or weeks if I needed to.					
There is at least one adult that I have regular contact with, other than my case manager or other professional, who lives in stable and safe housing.					
I know an adult I can go to for financial advice.					
I plan for the expenses that I must pay each month.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I keep records of the money I am paid and the bills I pay.					
I know what happens in my state if I am caught driving without car insurance or a driver's license.					
I can explain how to get and renew a driver's license or state ID card.					
I can figure out all the costs of car ownership, such as registration, repairs, insurance, and gas.					
I know how to use public transportation to get where I need to go.					

Work and Study Life

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to develop a resume.					
I know how to fill out a job application.					
I know how to prepare for a job interview.					
I know what the information on a pay stub means.					
I can fill out a W-4 payroll exemption form when I get a job.					
I know what employee benefits are.					
I know what sexual harassment and discrimination are.					
I know the reasons why my personal contacts are important for finding a job.					
I know how to get the documents I need for work, such as my Social Security card and birth certificate.					
I know how and when I can see my child welfare or juvenile justice records.					
I know an adult who will go with me if I need to change schools.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to get help from my school's mental health services.					
I know where I can get help with an income tax form.					
I have an adult in my life who cares about how I am doing at school or work.					
I can take criticism and direction at school or work without losing my temper.					
I know how to prepare for exams and/or presentations.					
I know where I can get tutoring or other help with school work.					
I look over my work for mistakes.					
I get to school or work on time.					
I get my work done and turned in on time.					

Career and Education Planning

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to find work-related internships.					
I know where to find information about job training.					
I can explain the benefits of doing volunteer work.					
I have recently talked to an adult who works in a job I would like to have.					
I know what type (college, trade school) education I need for the work I want to do.					
I know how to get into the school, training, or job I want after high school.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to find financial aid to help pay for my education or training.					
I have talked about my education plans with an adult who cares about me.					
I know an adult who will help me apply for training or education after high school.					

Looking Forward

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I believe I can influence how my life will turn out.					
I can describe my vision for myself as a successful adult.					
I have a good relationship with a trusted adult I like and respect.					
I would like to use my experience to help other youth.					
I believe my relationships with others will help me succeed.					
I feel I am ready for the next phase of my life.					
Most days, I am proud of the way I am living my life.					
Most days, I feel I have control of how my life will turn out.					

Program Contract Rights and Responsibilities of the Participant and the Provider

EXHIBIT A-35

Date:

Dear

WELCOME TO THE TRANSITIONAL HOUSING PLACEMENT PLUS FOSTER CARE (THP+FC) PROGRAM!

We want your placement in the THP+FC to be a successful and wonderful learning adventure! In order for this to happen, this contract outlines your rights and responsibilities as well as the rights and responsibilities of the provider.

Independent Living Skills Training

The objective of THP+FC is to assist you with your goal of successfully transitioning from foster care. You are responsible for attending the weekly independent living skills training. You shall obtain permission before missing an independent living skills training. If you are ill or have a special school event, you should contact the THP+FC Provider to discuss options for missing and making up the scheduled independent living skills training.

The THP+FC provider is required to provide at least 240 minutes of training each month.

Orientation

At the time of initial placement, the THP+FC Provider will provide you, in the presence of your CSW/DPO, a full orientation based on its written orientation plan. A written copy of the procedures, rules and regulations and THP+FC Participant Contract will also be provided to you and your CSW/DPO.

The THP+FC Provider will give you the THP+FC County Program Manager's contact information, a copy of the Foster Youth Bill of Rights, THP+FC Personal Rights, Legal Right for Teens in Out of Home Care along with Grievance/Complaint Procedures and disaster/emergency plan.

Housing

You are eligible to remain in the THP+FC through the age of 20, as long as you follow the rules and meet your Extended Foster Care (EFC) participation condition. The THP+FC Provider will work diligently with your CSW/DPO and to ensure that you have secured affordable housing prior to you completing the program.

Emergencies/Disaster Plan

The THP+FC Provider will provide disaster/emergency preparedness training to prepare you in case of earthquakes, fire, floods, or other disaster. The THP+FC Provider will give you a 24-

hour cell phone number to use in case of an emergency. THP+FC Staff member assignments will be posted in the THP+FC unit.

You will be trained on emergent versus non-emergent situations and the disaster plan created for earthquakes, fires or natural disasters.

Rental/Lease and Renter's Insurance

The THP+FC Provider shall be responsible for securing and maintaining all lease/rental agreements, and renter's insurance policies including any and all payments/premiums for each THP+FC Unit.

Responsibility for Utility Costs

The THP+FC Provider shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THP+FC Unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each THP+FC Unit.

Telephone

THP+FC Provider shall supply and maintain a minimum of one (1) telephone, and one (1) telephone line, for each THP+FC Unit and pay for a communication package that includes, telephone service, unlimited nationwide long distance and internet service at all times. However, no more that two (2) THP+FC Participants shall share a telephone or telephone line. You are responsible for any costs above the communications package costs.

No Substitute for Money except Pre-Paid Telephone Card

Except for monthly pre-paid telephone cards or pre-paid telephone calling plans, THP+FC Provider shall **not** under any circumstances substitute non-monetary allowance items as replacements for monetary allowances due to you. Such non-monetary items include, but are not limited to, pre-paid food cards, gift certificates, money orders, food/clothing vouchers, retail gift cards and retail gift certificate or vouchers.

Energy Conservation

You will be responsible for turning off all appliances and electrical items when not in use. This includes heaters/air conditioners, fans, lights, televisions, VCR/DVD players, radios, computers, hair curlers, hair dryers, shavers/clippers, water, etc. The THP+FC Provider will train you on the proper use of utilities, and you will be expected to report abuse of utilities by your roommates.

Safety

Please leave a light on (porch light if available) to insure safety after dark. Check to make sure that the following items are locked/turned off prior to leaving the apartment: doors, windows, stove, burners, heaters, air conditioner, curlers, iron, etc.

Nutrition and Food Management, Storage, and Preparation

The THP+FC Provider will provide training that includes, but is not limited to, proper nutrition, balanced diet, shopping for food (including comparison shopping and using coupons), handling and preparing food for a nutritious and appetizing meal, and health and safety regulations for food storage and preparation.

If at any time you or your child(ren) requires a special diet, the THP+FC Provider shall provide training on preparing meals that meet those special dietary needs.

Property, THP+FC Unit and Furnishings

THP+FC Provider shall ensure that each THP+FC Unit is adequately furnished with furniture and appliances that will, with normal wear-and-tear, still be in good and safe condition when you complete the program. These items shall be in good and safe conditions at all times and replaced by the THP+FC Provider when they are no longer in good/usable condition.

At the time of orientation, the THP+FC Provider will inform you of the furnishings, if any, you will be able to take with you when you successfully transition from the THP+FC. Stove and refrigerators shall remain in the unit. Participants may take their bedroom and living furniture, towels, sheets, dishware, and other household items. More than one participant shall divide the household items

You are responsible for maintaining the THP+FC apartment/unit and its furnishings in the same condition as when you moved in.

If destruction of property occurs you will be held responsible unless you report the damage or prove you did not participate in the destruction.

Household Decorations

THP+FC Unit decorations must be conventional and not cause structural damage to walls, doors or windows. You cannot have pornography, posters or pictures that are offensive or inappropriate. Your decorations must be in compliance with the landlord requirements.

Apartment Cleanliness

You are required to keep your unit (apartment) clean, including making your bed, washing dishes and cleaning your bathroom and tidying up the living areas daily. On a weekly basis, you should do “major cleaning” that includes dusting, cleaning the refrigerator, stove, kitchen appliances, floors and bathrooms. You should also wash your clothing on a weekly basis. You will be required to maintain your apartment in a clean, safe and orderly fashion. The THP+FC Provider will conduct periodic inspections to ensure that you are practicing acceptable housekeeping habits and abiding by required safety regulations.

Recreation

THP+FC Provider shall ensure that you have resources, such as information on free community events of interest to you and the opportunity for regular leisure time, rest/exercise, and informal daily recreational activities, such as appropriate reading material, games, television (with basic cable or digital antennae), radio, VCR/DVD player, etc. THP+FC Provider shall provide you, including transportation and admission, with at least monthly activities such as outings to the park, beach, movies, sporting events, concerts, cultural events, community events and other forms of recreation.

Curfew

You do not have a curfew; however, for your safety you are encouraged to be home by 10:00 pm during the week and by 12:00 am on weekends. You are required to abide by the guidelines established by the THP+FC Provider regarding staying out all night and/or multiple nights.

Visitor(s)

Your parents and adult relatives will visit per court order and if requested by THP+FC Provider, must be approved by your CSW/DPO. Your friends are allowed to visit and must comply with the THP+FC rules. You are responsible for your visitors and are liable for any damages caused by them.

You are not allowed to have overnight visitors, and loud music or loud visitors are not permitted. You are not allowed to babysit or provide child care. Younger children who are visiting must be in the company of an adult (other than yourself or another THP+FC Participant) at all times. Visitors may not bring alcohol, drugs, cigarettes, or weapons onto THP+FC grounds.

Dating

Dating is allowed as long as it doesn’t interfere with program compliance and the program rules and regulations. However, you should consider the potential consequences of dating a THP+FC Participant who is placed with the same THP+FC Provider as you.

Alcohol/Substance Abuse

You are not allowed to use alcohol, drugs or any other mind-altering substance while you are placed in the THP+FC. Medical marijuana cards are not honored in the THP+FC; therefore, you are not allowed to use marijuana while you are in the program.

If you become involved in (or continue) the use of alcohol, drugs and/or other mind-altering substances you will be required to participate in alcohol/drug/ substance abuse counseling and/or testing to ensure that your placement in the THP+FC is not jeopardized.

Reporting Illegal/Dangerous Activities

You are to report the following illegal activities and/or violation of THP+FC rules to the THP+FC Provider:

- **Smoking:** Smoking of cigarettes and/or marijuana.
- **Alcohol:** Consumption of any alcoholic beverages.
- **Drugs:** Use of illegal drugs including, but not limited to, ecstasy, PCP, crack, heroin, paint thinner, spray paint, turpentine aerosols, crystal methamphetamine, etc.
- **Weapons:** Possession of weapons including, but not limited to, guns, rifles, BB guns, knives (other than for cooking), bows and arrows, swords, bullets, and simulated weapons such as water guns, paint guns, nail guns, etc.
- **Smoke Detectors/Fire Extinguishers:** Removal or tampering of smoke detectors and/or fire detectors is not permitted. If smoke detectors and/or fire extinguishers disappear from the THP+FC Unit, you will be fined if you do not report the missing items.
- **Window Screens:** Window screens are not to be removed. If they are removed and/or turned, you will be fined if you do not report the damaged items.

Gangs

Gang members, family members, boyfriends, girlfriends or known associates of gangs are not permitted at the THP+FC site. You are not permitted to date, associate or be friends with gang members or gang associates during your stay in the THP+FC.

Weapons

Weapons are not permitted in the program. Examples include, but are not limited to, bullets, ammunition, pistols, BB guns, water guns, capped guns, paint guns, rifles, or any other type of simulated weapons, knives (except for cooking purposes) swords, bow and arrows, baseball

bats, golf clubs and other sports equipment designated unsafe by the provider. These items will be kept in the THP+FC office and not the THP+FC unit.

Transportation

You'll be transported to medical and dental appointments in cases of emergency only. You will not be transported to school, job interviews, family visits, or recreational activities. You will receive training in self-transportation to assist you with transitioning to self-sufficiency. You will contact the THP+FC provider if you need transportation for grocery shopping. You will be transported to mandatory THP+FC events.

Personal Care Items

At time of placement, THP+FC Provider shall provide you with new full-size/standard size (not travel size or promotional/trial size) items as listed on the Participant Inventory. You willl receive new sheets, towels, pots and pans, dishes, glassware, etc. Additionally, the THP+FC Provider will provide appropriate personal hygiene/grooming and first aid items for your child(ren) if they are placed with you. Your THP+FC Unit will have a fire extinguisher and the THP+FC Provider will train you on how to use it.

Clothing Inventory

You are required to have the minimum items of clothing as indicated on the Participant Inventory. You are responsible for using your monthly clothing allowance to purchase appropriate clothing. Before you leave the THP+FC program, you should have at least three (3) outfits suitable for employment. The THP+FC Provider will monitor your clothing every three (3) months and assist you with purchasing appropriate clothing.

Telephone

You will not accept collect telephone calls. You will not participate in dialing star 69 or any numbers that require an additional charge. You are permitted to dial 1-800-free-411 for assistance or you may use the telephone directory for assistance. A calling card will be provided for long distance calls (if necessary) to court ordered persons. You may contact county staff by calling collect if necessary. You'll receive a monthly communication package allowance. You must pay for any amount over your communication package allowance.

Savings Account

If you do not already have a savings account, the THP+FC Provider will assist you in establishing a savings account at a FDIC insured institution of your choice.

Money Management

You shall open a personal savings account within 30 days after you are placed in the THP+FC. You are required to save a minimum of 50% of your pay check. If you have an automobile and/or children, the THP+FC Provider will work with you to develop an affordable amount to save each month.

You are required to provide copies of your savings account statement to the THP+FC Provider upon request. There are no exceptions to this requirement.

Lending and Borrowing Money

You are not allowed to lend or borrow money. If you lend or borrow money you are solely responsible for any losses incurred.

Monthly Monetary Allowance

The THP+FC Provider will give you a monthly monetary allowance for: (1) food, (2) laundry/dry-cleaning, (3) toiletries (4) clothing, (5) cleaning supplies, (6) bus pass, (7) recreation, and (8) miscellaneous items. You will be responsible for working with the THP+FC provider to develop a monthly budget. You will get your allowance twice per month, usually around the beginning and middle of each month.

You are responsible for using your monthly allowance to purchase the items listed on the Monthly Allowance Log. It is your responsibility to provide receipts food, clothing, toiletries and cleaning supplies to the THP+FC Provider each month.

Your monthly allowance cannot be used to purchase alcoholic beverages, tobacco products, gift cards, cell phone minutes or any other non-consumable item that has not been approved as a household item. **Further, you cannot provide another person your allowance funds in exchange for the use of his/her EBT (electronic benefit transfer) card.**

If you do not provide receipts, purchase disallowed items and/or provide receipts indicating that an EBT card or any other card (that does not belong to you) was used, you will be at risk of being terminated from the THP+FC program.

Financial Responsibility

You are responsible for any excess charges over the THP+FC communication package amount. You are also responsible for damage to furniture and the THP+FC Unit unless you are able to prove you were not responsible for damages. Any fines incurred by you will be deducted from your monthly allowance gradually.

Employment

The THP+FC Provider shall provide you with the skills and experiences to enable you to obtain and retain employment.

If your AB 12/Extended Foster Care (EFC) participation condition is “employed for at least 80 hours per month” you are required to maintain employment and provide verification (such as pay check stubs or work schedule) to the THP+FC Provider.

You should speak with the THP+FC Provider if you believe your employment is in jeopardy and/or you are thinking about quitting. .

If your AB12/EFC participation condition is “participating in a program or activity designed to promote, or remove barriers to employment” you are required to provide documentation of all of your activities to the THP+FC Provider.

If you are searching for employment, you shall leave your THP+FC unit no later than 9:00 a.m. every weekday and follow-up on all job positions and referrals. You will be asked to complete and submit a job search form to the THP+FC Provider.

School/Monitoring of Participant’s Educational Progress

If your AB12/EFC participation condition is “completing secondary education (HSD) or a program leading to an equivalent credential (GED)” or “enrolled in an institution which provides postsecondary or vocational education” you are required to attend school full time (as defined by the institution). You must notify the THP+FC Provider before you are absent or tardy to school. You must also notify the THP+FC Provider if you are suspended or expelled. You cannot change schools or check-out from school without approval from the THP+FC Provider. Home Study is not allowed unless you have prior approval from the THP+FC Provider.

You are required to provide your school progress reports and report cards to the THP+FC Provider as soon as you receive them. It is your responsibility to notify the THP+FC Provider if you are having difficulties in school and/or need a tutor.

The THP+FC Provider shall contact your school counselor on a monthly basis to discuss your current high school credits and achievement level. The THP+FC Provider shall request assistance from your teachers in providing appropriate homework and education enrichment activities to assist you in the completion of high school requirements.

If requested, the THP+FC Provider shall provide resources for tutoring and/or mentoring to assist you with your goals.

Emergency Medical Care

You will be trained in first aid procedures and your THP+FC Unit will be supplied with a first aid kit. The THP+FC Provider will give you 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.

In the event you and/or your child(ren), if applicable, requires emergency medical treatment, the THP+FC Provider will be responsible for providing you and your child(ren) transportation.

When transporting, the THP +FC Provider shall ensure you and your child(ren) are secured in a safety restraint system in accordance with Vehicle Code Sections 27325(e) and 27360(a).

Medical and Dental Care

You are required to have a current physical, dental and eye examinations (if applicable) at the time of placement in the THP+FC.

The THP+FC Provider will provide training that will teach you how to receive appropriate health care while in the THP+FC and after completion. At minimum, the training will include how to use your Medi-Cal card, how to get medical insurance after you leave the THP+FC; how to access routine medical, dental, orthodontia and vision care, when to seek and how to obtain emergency care.

Pregnancy and Parenting

Expectant and parenting Participants shall be provided services that are specifically targeted at supporting, maintaining, and developing both the parent-child bond and your ability to provide a permanent and safe home for your child(ren). You have the right to make your own decisions regarding family planning and child rearing options. The THP+FC Provider shall not impose personal opinions, values or biases regarding family planning and child rearing options upon you.

You may continue to remain in the program as long as the THP+FC provider is able to meet your needs. You are responsible for obtaining medical check ups and to provide the THP+FC staff with the medical form regarding your condition. Your CSW/DPO will be notified of your condition. If necessary, the provider shall request an alternative placement located by the CSW/DPO. Parenting teens shall not be placed with single participants.

You, regardless of the dependency status of his/her child, may be eligible for a monthly infant supplement payment (for each child) to assist the THP+FC Provider and you in providing supervision and basic needs for the your child(ren). Each month, the THP+FC Provider shall give you at least 75% of the infant supplement payment to help pay for basic needs such as formula, food, medicine, clothing, diapers, etc.

The THP+FC Provider shall provide parenting training to you and ensure that you receive age appropriate First Aid and CPR training. The THP+FC Provider shall provide and install all safety items to childproof your THP+FC Unit.

The THP+FC Provider shall encourage, support and allow the non-custodial parent to visit (as appropriate) with his/her child(ren) in his/her THP+FC Unit without an adult being present (as appropriate) as long as doing so does not violate court visitation orders.

You are responsible for transporting your child(ren)to and from the babysitter and medical and dental appointments.

Grievance Procedure

You may file a grievance when you believe unfair treatment has occurred. You will be given the telephone numbers for Community Care Licensing Division Licensing Program Analyst, DCFS and Probation representatives and County THP+FC Program Manager.

You will be given grievance procedures on the initial day of placement. You may file a written grievance. The staff member involved shall write a statement regarding the circumstance. The THP+FC staff members shall meet with you to resolve your concern(s). As necessary, the THP+FC CPM shall meet with your to help resolve the situation.

Termination, Discharge or Removal

Unless you are at risk or a risk to others or in imminent danger, the THP+FC Provider shall use due diligence to stabilize the situation that might lead to your discharge from the THP+FC Program. However, you may be discharged from the program for the following reasons:

- You are arrested and remain incarcerated beyond the arraignment hearing
- You are hospitalized (medical or psychiatric) for an extended period and upon discharge from the hospital you require a higher level of care
- Your behavior poses a threat to the program and/or neighbors
- You are housing runaways in your unit
- You are selling drugs
- You continue to use drugs and/or alcohol
- You allow gang members or associates of gangs to visit or come on the THP+FC unit site
- You continue to accumulate excessive telephone/internet bills
- Your refusal to attend school after a stabilization meeting
- Your possession of weapons on or off the THP+FC unit site
- Having an unauthorized vehicle without THP+FC staff approval and the required documents, for example, valid driver's license, insurance, registration and/or driving (with other THP+FC participants) in an unauthorized vehicle.
- Your refusal to seek and maintain employment by the required time

- Your refusal to participate in the mandatory independent living skills training workshops/meetings
- Your refusal to budget money, purchase food, etc. and provide the required receipts
- Your continued refusal to cooperate with the THP+FC, including cursing and rude behavior to staff after counseling.
- Your ongoing violations of the THP+FC rules and regulations.
- The determination the THP+FC is no longer able to meet your needs.

Legal Rights and Community Resources

You will be informed on your legal rights and responsibilities and the community resources that are available.

THP+FC PERSONAL RIGHTS

(a) Section 80072 and 86072, Personal Rights shall not apply to nonminor dependents.

(b) The licensee shall ensure that each nonminor dependent is accorded the personal rights specified in Welfare and Institutions Code section 16001.9 and the following personal rights:

(1) A nonminor dependent shall be free from corporal or unusual punishment; infliction of pain; humiliation; intimidation; ridicule; coercion; threat; physical, sexual, mental, or other abuse; or other actions of a punitive nature including, but not limited to, interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, medication, or aids to physical functioning.

(2) To acquire, possess, maintain, and use adequate personal items. These shall include, but not be limited to, the nonminor dependent's own:

(A) Clothes.

(B) Toiletries and personal hygiene products.

(C) Belongings including furnishings, equipment, and supplies, for his or her personal living space in accordance with his or her interests, needs, and tastes.

(3) To acquire, possess, maintain, and use a personal vehicle for transportation.

(4) To select, obtain, and store food of his or her own choosing.

(5) To select, obtain, or decline medical, dental, vision, and mental health care and related services at his or her discretion.

(6) To have adequate privacy for visitors that include:

(A) Family members, unless prohibited by court order.

(B) The person or agency responsible for placing the nonminor dependent, such as a social worker or probation officer.

(C) Other visitors, unless prohibited by court order.

(7) To be informed by the licensee of the provisions of law regarding complaints, and information including, but not limited to, the address and telephone number of the licensing agency and about the confidentiality of complaints.

(8) To send and receive unopened mail, acquire, possess, maintain, and use a personal landline or cellular telephone to make and receive confidential telephone calls or a personal computer to send and receive unopened electronic communication, unless prohibited by court order.

(9) To leave or depart the THPP at any time at the discretion of the nonminor dependent.

(10) To have the independence appropriate to the status of a nonminor dependent as a legal adult, consistent with the Needs and Services Plan for the nonminor dependent or the Transitional Independent Living Plan for the nonminor dependent.

(11) To have dignity in his or her personal relationships with others in the THPP.

(A) To be free from unreasonable searches of person.

(12) To have private or personal information including, but not limited to, any medical condition or treatment, psychiatric diagnosis or treatment, history of abuse, educational records reflecting performance or behavior, progress at the THPP, and information relating to the biological family of the nonminor dependent maintained in confidence.

(A) There shall be no release of confidential information without the prior written consent of the nonminor dependent, and this information must only be released to the extent permitted by law. The licensee shall, with the consent of the nonminor dependent, only disclose relevant and necessary information about the nonminor dependent.

(13) To access information regarding available educational, training, and employment options of his or her choosing.

(14) To request assistance from THPP staff.

Welfare and Institutions Code section 16001.9, subsection (a) provides in part:

"(a) It is the policy of the state that all children in foster care shall have the following rights:

(1) To live in a safe, healthy, and comfortable home where he or she is treated with respect.

(2) To be free from physical, sexual, emotional, or other abuse, or corporal punishment.

(3) To receive adequate and healthy food, adequate clothing, and for youth in group homes, an allowance.

(4) To receive medical, dental, vision, and mental health services.

(5) To be free of the administration of medication or chemical substances, unless authorized by a physician.

(6) To contact family members, unless prohibited by court order, and social workers, attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASAs), and probation officers.

(7) To visit and contact brothers and sisters, unless prohibited by court order.

(8) To contact the Community Care Licensing Division of the State Department of Social Services or the State Foster Care Ombudsperson regarding violations of rights, to speak to representatives of these offices confidentially, and to be free from threats or punishment for making complaints.

(9) To make and receive confidential telephone calls and send and receive unopened mail, unless prohibited by court order.

(10) To attend religious services and activities of his or her choice.

(11) To maintain an emancipation bank account and manage personal income, consistent with the child's age and developmental level, unless prohibited by the case plan.

(12) To not be locked in a room, building, or facility premises, unless placed in a community treatment facility.

(13) To attend school and participate in extracurricular, cultural, and personal enrichment activities, consistent with the child's age and developmental level with minimal disruptions to school attendance and educational stability.

(14) To work and develop job skills at an age-appropriate level, consistent with state law.

(15) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors, and friends.

(16) To attend Independent Living Program classes and activities if he or she meets age requirements.

(17) To attend court hearings and speak to the judge.

(18) To have storage space for private use.

(19) To be involved in the development of his or her own case plan and plan for permanent placement.

(20) To review his or her own case plan and plan for permanent placement, if he or she is 12 years of age or older and in a permanent placement, and to receive information about his or her out-of-home placement and case plan, including being told of changes to the plan.

(21 To be free from unreasonable searches of personal belongings.

(22) To confidentiality of all juvenile court records consistent with existing law.

(23) To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.

(24) At 16 years of age or older, to have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for vocational and postsecondary educational programs, and information regarding financial aid for postsecondary education."

(c) In ensuring the rights of a nonminor dependent, the licensee is not required to permit or take any action that would infringe on the rights of others or impair the health and safety of the nonminor dependent or others in the THPP.

(1) The licensee is not prohibited from taking the following actions for the protection of the nonminor dependent or others in the THPP:

(A) Establishing house rules that include, but are not limited to, rules regarding visitation that shall apply to all visitors.

(B) Locking exterior doors and windows as long as the nonminor dependent can enter or exit the THPP.

(e) At the time of placement, the licensee shall ensure that the nonminor dependent is verbally notified of the rights specified in this section and provided with a written copy of these rights and information regarding agencies the nonminor dependent may contact concerning violations of these rights.

NOTE: Authority cited: Sections 1530, 1531, and 1559.110, Health and Safety Code; Sections16001.9 and 16522, Welfare and Institutions Code; Section 4 of Assembly Bill (AB) 12 (Chapter559, Statutes of 2010); and Section 21 of Assembly Bill (AB) 1695 (Chapter 653, Statutes of 2001). Reference: California Constitution, Article 1, Section 13; Sections 1501, 1501.1, 1502.7(b)(1), 1520, 1530.91, 1531, Health and Safety Code; Sections 361.2(j) - (j)(2), 369.5,727(a)(3), 827, and 16001.9, 16500, and 16522.1, Welfare and Institutions Code; Section 51, Civil Code; and Section 12921, Government Code

PARTICIPANT INVENTORY

☐ THPP ☐ THP+FC

Agency: _____

Participant: _____ Date: _____
Print Month/Year

Address: _____ Phone: _____

☐ **Initial Inventory** ☐ **Quarterly Inventory** ☐ **Exit Report**

*CLOTHING (Required):	# NEEDED	REQUESTED/REPLACED
☐ School Outfits (6)		
☐ Casual Outfits (8)		
☐ Employment Outfits (3)		
☐ Regulation P.E. Outfit (1)		
☐ Sweater (1)		
☐ Jacket/Coat (1)		
☐ Belt (2)		
☐ Tennis/School Shoes (1)		
☐ Tennis/Casual Shoes (1)		
☐ Employment Shoes (1)		
☐ T-shirts (4-6)		
☐ Underpants (8)		
☐ Bra Female (2)		
☐ Slip Female (2)		
☐ Pantyhose Female (4-6)		
☐ Socks (8)		
☐ Pajama/Gown (2-4)		
☐ Bathrobe (1)		
☐ Slippers (1)		
☐ Other: _____		

****CLEANING SUPPLIES:**

- ☐ All Purpose Cleaner
- ☐ Scouring Powder
- ☐ Bleach
- ☐ Mildew Remover
- ☐ Sponges
- ☐ Broom
- ☐ Mop & Bucket
- ☐ Paper Towels
- ☐ Glass Cleaner
- ☐ Furniture Polish
- ☐ Dust Cloths
- ☐ Dish Rag (3)
- ☐ Dish Towels (5)
- ☐ Oven Cleaner
- ☐ Other: _____

****PERSONAL HYGIENE:**

- ☐ Facial Tissue
- ☐ Bath Soap
- ☐ Toothbrush/Toothpaste
- ☐ Mouthwash
- ☐ Dental Floss
- ☐ Deodorant
- ☐ Comb
- ☐ Brush
- ☐ Shampoo
- ☐ Hair Care Products
- ☐ Lotion
- ☐ Acne Medication
- ☐ Sanitary Napkins/Tampons (Female)
- ☐ Q-Tips
- ☐ Petroleum Jelly
- ☐ Toilet Paper
- ☐ Other: _____

****FIRST AID:**

- ☐ Sterile Gauze
- ☐ First-Aid Tape
- ☐ Sterile Gauze Pads
- ☐ Cotton Balls
- ☐ Rubbing Alcohol
- ☐ Hydrogen Peroxide
- ☐ Antiseptic Spray
- ☐ Current First Aid Manual (Approved by the American Red Cross, American Medical Association or State/Federal Agency)
- ☐ Other: _____

****LINENS:**

- ☐ Fitted Sheet
- ☐ Flat Sheet
- ☐ Pillowcase
- ☐ Blanket
- ☐ Bedspread
- ☐ Bath Towels (2)
- ☐ Wash Cloths (5)
- ☐ Other: _____

****LAUNDRY SUPPLIES:**

- ☐ Laundry Detergent
- ☐ Bleach
- ☐ Fabric Softener
- ☐ Stain/Spot Remover
- ☐ Laundry Basket
- ☐ Other: _____

NOTES:

* At the initial placement Agency shall request missing items through Participants CSW/DPO. At any other time during the placement, Participant is responsible for replacing necessary items and shall be counseled by agency staff on how to do so.

** Upon initial placement, Contractor has provided you with all of the above FULL-SIZED personal hygiene items listed above. If the Participant shares a unit with other Participant(s), Contractor shall initially supply cleaning items to the unit and Participant(s) will be responsible for them on an as needed basis.

Participant's Signature: _____ Date: _____

Contractor's Signature: _____ Date: _____

MONTHLY ALLOWANCE LOG

(THP+FC)

FOR: _____ 20 _____
(MONTH)

AGENCY: _____

PARTICIPANT: _____
(PRINT NAME)

ITEM	AMOUNT RECEIVED	DATE	CLIENT INITIAL	AMOUNT RECEIVED	DATE	CLIENT INITIAL	TOTAL RECEIVED
FOOD	$			$			$
LAUNDRY/ DRYCLEANING	$			$			$
TOILETRIES	$			$			$
CLOTHING	$			$			$
CLEANING SUPPLIES	$			$			$
BUS PASS	$			$			$
RECREATION	$			$			$
SAVINGS (Optional)	$			$			$
MISC.	$			$			$
OTHER:	$			$			$
FINES:	$			$			$
___ Instance for:	($)			($)			($)
INCOME							
SOURCE:	$			$			$
SOURCE: INFANT SUPPLEMENT	$			$			$
TOTAL EXPENSES/INCOME							$

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED AND I AGREE TO ADHERE TO MY MONTHLY BUDGET.

_____
PARTICIPANT'S SIGNATURE DATE

_____
PARTICIPANT'S SIGNATURE DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
$	$	$

I PLAN ON USING MY SAVINGS UPON EMANCIPATION FOR THE FOLLOWING:

_____

_____

_____

_____
AGENCY STAFF DISTRIBUTING ALLOWANCE DATE

_____
AGENCY STAFF DISTRIBUTING ALLOWANCE DATE

I understand and agree to my rights and responsibilities in the THP+FC Contract and understand the responsibilities of the THP+FC Provider.

_____ _____

THP+FC Participant **Date**

I understand and agree to the THP+FC Participant's rights and responsibilities and the responsibilities of the THP+FC Provider.

_____ _____

CSW/DPO **Date**

I understand and agree to the THP+FC Participants rights and responsibilities and I agree and understand my responsibilities.

_____ **by:**

THP+FC Agency Name

_____ _____

THP+FC Agency's Authorized Name and Signature **Date**

AFTERCARE CONTACT FORM

EXHIBIT A-36

☐ THPP ☐ THP+FC Date: _____

☐ Jan. 01- Mar. 31 ☐ Apr. 01- June 30 ☐ July 01- Sep. 30 ☐ Oct. 01 – Dec. 31

Agency: _____

Participant: _____ DOB: _____

Entry Date: _____ Exit Date: _____ ☐ Planned ☐ Unplanned

Completed High School Diploma: ☐ Yes ☐ No Verified: ☐ Yes ☐ No

Completed Vocational Program: ☐ Yes ☐ No Verified: ☐ Yes ☐ No

If NO to above questions, number of credits completed: _____ Verified: ☐ Yes ☐ No

Employed at Entry: ☐ Yes ☐ No Obtained Job While in Program: ☐ Yes ☐ No

Employed at Exit: ☐ Yes ☐ No Enrolled in School at Exit (college, high school, etc.) ☐ Yes ☐ No

Transition Funds Received at Exit (Include Participant's Savings) $_____

Destination at Exit: _____

Destination Address at Exit: _____

Telephone: _____ Cell Phone: _____ Email: _____

Facebook Address: _____ My Space: _____ Twitter: _____

LAST FOUR CONTACT DATES

Date of Contact: _____ Method of Contact: _____ Employed: ☐ Yes ☐ No ☐ F/T ☐ P/T

Describe Housing Status: _____

Date of Contact: _____ Method of Contact: _____ Employed: ☐ Yes ☐ No ☐ F/T ☐ P/T

Describe Housing Status: _____

Date of Contact: _____ Method of Contact: _____ Employed: ☐ Yes ☐ No ☐ F/T ☐ P/T

Describe Housing Status: _____

Date of Contact: _____ Method of Contact: _____ Employed: ☐ Yes ☐ No ☐ F/T ☐ P/T

Describe Housing Status: _____

Comments: _____

Procedural Guide

0600-507.10

FOSTER YOUTH REPRODUCTIVE HEALTH AND PREGNANCY

Date Issued: 12/7/12 **Effective date 12/21/12** (**NOTE**: The effective date applies to only those sections highlighted in yellow, the rest of the procedures are currently in effect. This will allow time for SCSW to inform their CSWs of the changes.)

☐ New Policy Release

☒ Revision of Existing Procedural Guide 0600-507.10, Services to Pregnant and Parenting Teens, dated: 12/07/11.

Revision Made: **NOTE:** Current Revisions are Highlighted

The title of the policy has been changed to accurately reflect the policy. Also, this Procedural Guide has been updated to detail the Nurse Family Partnership Program and how to make a referral. Also, phone numbers and internet links have been updated.

Cancels: None

DEPARTMENTAL VALUES

This Procedural Guide supports the Department's efforts to improve safety for children by providing DCFS supervised youth with education and information, to prevent teen pregnancy and sexually transmitted infections (STIs) including HIV and AIDS, as well as, supporting a DCFS supervised youth in determining how to manage an unintended pregnancy.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable only to youth who are receiving services from our Department. See Procedural Guide 0090-506.30, Teen Parent DPSS Services Assessment for policy applicable to teen parents who do not reside at home and who are not receiving services from our Department.

OVERVIEW OF ADOLESCENT REPRODUCTIVE HEALTH INFORMATION

The Global Policy Committee of the World Health Organization (WHO) defines health as: "A state of complete physical, mental and social well-being, and not merely the absence of disease or infirmity". WHO further states that Reproductive Health:

> Addresses the reproductive processes, functions and system at all stages of life. Reproductive health, therefore, implies that people are able to have a responsible, satisfying and safe sex life and that they have the capability to reproduce and the freedom to decide if, when and how often to do so. Implicit in this are the right of men and women to be informed of and to have access to safe, effective, affordable and acceptable methods of fertility regulation of their choice, and the right of access to appropriate health care services that will enable women to go safely through pregnancy and childbirth and provide couples with the best chance of having a healthy infant.

The California Adolescent Health Collaborative explains that:

> Although sexual development is an integral part of adolescence, early sexual activity can have a number of negative consequences. The vast majority of adolescents who become pregnant indicate that their pregnancies were unplanned, unintended, or mistimed. Adolescents who have children, as well as the children themselves, suffer educational and economic disadvantages that persist into adult-hood. For both biological and behavioral reasons, adolescents are at greater risk for STIs than older people. Untreated STIs can cause pelvic inflammatory disease, ectopic pregnancies, infertility, genital cancers, and death from AIDS. There is growing concern that HIV infection may be spreading in this age group despite education, prevention, and treatment programs.

Following are California Adolescent Health Collaborative Strategies to reduce teen pregnancy and STIs that have been modified and adapted for teens in foster care.

1. Provide teens with the information, skills, and support they need to practice safe sexual behavior, including abstinence by referring youth and caregivers to programs that:
   - Offer age appropriate family life education that is, culturally sensitive, teach sexual and reproductive options, and emphasize the benefits of abstinence. Ideally these programs will build on current knowledge of best practices by emphasizing communication, skill-building activities, and role-playing.
   - Educate teenagers about the risks of sexually transmitted diseases, including HIV/AIDS, and the need for prompt treatment.
   - Reinforce community norms that value healthy adolescent sexuality but do not sanction pregnancies and high risk behavior.

Change the perception of teen pregnancy as an individual/family problem and recognize the role of the social environment.
Incorporate promising strategies into comprehensive pregnancy prevention programs including: individual and peer education, counseling, case management, after school activities, and building support systems and relationships with caring adults.

2. Increase access to reproductive health care.
   Request caregivers to ask the youths health care providers to include comprehensive, age-appropriate information on sexual health issues, including prevention of unintended pregnancies and STIs.
   Make teenagers aware of confidential STI screening and treatment services easily accessible to teenagers along with culturally sensitive counseling and education regarding the use of available protective measures.

3. Increase the role male's play in preventing adolescent pregnancy.
   Educate males at an early age to identify and understand the legal, financial, and emotional roles and responsibilities of parenthood.
   Involve males in teen pregnancy prevention efforts, by encouraging them to use services for which they are eligible.

Sexually Transmitted Infection (STI)

STIs, including HIV and AIDS are transmitted from one person to another through sexual contact as well as through direct person-to-person contact with blood or body fluids that contain the infection. A person with an STI may or may not have noticeable symptoms, however the STI is just as likely to transmit from someone with no symptoms as from someone with symptoms. Most STIs are easier to prevent than they are to treat.

Each year, one in four teens contracts an STI.
One in two sexually active persons will contact an STI by age 25.
About half of all new STIs in 2000 occurred among youth ages 15 to 24. The total estimated costs of these nine million new cases of these STIs was $6.5 billion, with HIV and human papillomavirus (HPV) accounting for 90% of the total burden.

Each year, there are almost 3 million new cases of chlamydia, many of which are in adolescents and young adults. The U.S. Center for Disease Control recommends that sexually active females 25 and under should be screened at least once a year for chlamydia, even if no symptoms are present.

Consistent condom use provides substantial protection against the acquisition of many STIs, including statistically significant reduction of risk against HIV, chlamydia, gonorrhea, herpes, and syphilis.
Source: American Social Health Association

A minor who is 12 years of age or older and who may have come into contact with an infectious, contagious, or communicable disease may consent to medical care related to the diagnosis or treatment of the disease, if the disease or condition is one that is required by law or regulation adopted pursuant to law to be reported to the local health officer, or is a related sexually transmitted disease, as may be determined by the State Public Health Officer. As of 01/01/2012, a minor who is 12 years of age or older may consent to medical care related to the prevention of a sexually transmitted disease.

Unintended Pregnancy

An unintended pregnancy is a pregnancy that is either mistimed or unwanted at the time of conception. Women of all ages may have unintended pregnancies, but some groups, such as teens, are at a higher risk.

In 2001, approximately one-half of pregnancies in the United States were unintended (Finer 2006, Perspectives on Sexual and Reproductive Health), and the United States has set a national goal of decreasing unintended pregnancies to 30% by 2010. Efforts to decrease unintended pregnancy include finding better forms of contraception, and increasing contraceptive use and adherence.

Teen Parents – some facts

When teens give birth, their future prospects decline. Teen mothers are less likely to complete high school and more likely to live in poverty than other teens. They are more likely to have adverse birth outcomes, such as low birth weight or premature deliveries, and have greater chance of having their own children placed into protective services due to prenatal drug/alcohol exposure, neglectful parenting, or for other reasons that perpetuate the “intergenerational cycle of family violence”. The United States has set a national goal of decreasing the rate of teenage pregnancies to 43 pregnancies per 1,000 females 15–17 years of age in 2010.

A very large number of teen girls are affected each year—852,000 adolescent females under 20 years of age became pregnant and 477,000 gave birth in 2000; this included 312,000 pregnancies and 157,209 births among 15–17 year olds. Further, U.S. teen birth rates remain the highest among all countries in the developed world and are twice that of England and Canada.

Child abuse/neglect in the early years causes irreversible brain damage that is manifested in a changed brain structure that often results in aggressive, anxious, and risk-taking behaviors that often lead to a greater propensity for early sexual involvement with multiple partners. Reference: "Scars that won't heal: The neurobiology of child abuse” by Martin Teicher (Scientific American, March 2002, pg.68-75.) Another article can be found in "Developmenal Traumatology, Part 2: Brain Development. M.D. DeBellis, M.S. Keshaven, D.B., Clark: Biological Psychiatry, Vol.45, No.10, pg.1271-1284, May 15, 1999.

OPERATIONAL IMPACT

I. **Pregnancy Prevention & Avoiding Sexually Transmitted Infections (STIs) including HIV and AIDS**
II. **Managing Unintended Pregnancy**
III. **Safe Pregnancy and Healthy Baby**
IV. **Resources**

Joint Response and Collaborative Planning
DCFS and Department of Public Health, Public Health Nurses (PHN's) are available for consultation with the CSW, direct consultation with the youth and for Joint Response or Collaborative Planning regarding ALL reproductive health issues. Please refer to Procedural Guide 0070-560.05, Joint Response Referral.

Cross Reporting to Law Enforcement
Section 261.5 of the Penal Code provides that any person who engages in an act of unlawful sexual intercourse with a minor who is not more than three years older or three years younger than the perpetrator, is guilty of a misdemeanor. Perpetrators who are more than three years older than the minor or perpetrators age 21 or older when the minor is under 16 years of age have committed either a misdemeanor or a felony in causing the teen mother to become pregnant. Under either of these circumstances, ensure that a child abuse report is made with DCFS and a cross report is made to local law enforcement. Refer to Procedural Guides, 0050-501.10, Child Abuse and Neglect Reporting Act (CANRA): Who Must Report and 0050-501.15, The Cross-Reporting Responsibilities When A Report of New Allegations is Received at the Child Protection Hotline.

I. Pregnancy Prevention & Avoiding Sexually Transmitted Infections

The only certain way to prevent pregnancy is to abstain from sexual intercourse, and the only certain way to prevent sexually transmitted infections is to abstain from activities that have been proven to transmit sexually transmitted infections.

If a youth is sexually active, a reliable birth control method is the best way to reduce the risk of an unwanted pregnancy. Youth must be given the opportunity to learn about the effectiveness and safety of all available drugs or devices that are medically recommended and approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting STIs. CSWs should be prepared to address safe sex (how to avoid STIs) and pregnancy prevention practices with all youth 12 years of age and older. This may involve direct discussion with the

youth, as well as, discussions with caregivers and parents and provision of appropriate referrals, such as Planned Parenthood or a Los Angeles County Health Clinic.

II. Managing Pregnancy

Making Choices

NOTE: The CSW **must** not impose personal values regarding family planning options upon the youth.

A youth's choice to continue or terminate her pregnancy is a very personal decision and it is DCFS policy to support the youth in her decision making process while refraining from expressing personal bias or attempting to influence the youth's decision. Youth should be directed to Planned Parenthood, a Los Angeles County Health Clinic or an equivalent local family planning clinic, for assistance in pregnancy testing and counseling/education regarding her options. Planned Parenthood of Los Angeles: 800-576-5544. http://www.plannedparenthood.org/los-angeles/; Los Angeles County Health Services Clinics: 800-427-8700. http://ladhs.org/

NOTE: CSW's and DPO's are responsible for ensuring that the local family planning clinic the youth is referred to will provide the youth with counseling/education for the full range of her options including: parenting, adoption and pregnancy termination.

If a youth's pregnancy is unintended she may feel alone, scared, guilty, angry or confused at a time when an important decision must be made. Many women of all ages and backgrounds have had to make the difficult choice between parenthood, adoption and abortion. The youth will make the best decision for herself by being honest with herself and remaining true to her own beliefs. She should take info consideration her feelings as well as facts when she considers how this pregnancy will affect her life now and in the future. The choice is entirely up to her, but that doesn't mean that she must be alone in making her decision. The youth should be encouraged to seek out the people who will support her: her partner, family, friends, clergy or a professional counselor.

SAFE SURRENDER

The CSW (and DPO if dual supervision) shall inform each youth of child bearing age on her/his caseload of the Safe Haven law, which states: "No parent or other person who has lawful custody of a minor child 72 hours old or younger may be prosecuted for child abandonment if he or she voluntarily surrenders physical custody of the child to a

designated employee at a public or private hospital emergency room..." This law also allows for a 14-day "cooling off" period during which the person who surrendered the child can return to reclaim the child. The CSW shall provide the Safe Surrender Hotline phone number: 877-BABY-SAFE. http://babysafela.org. See Procedural Guide 0070-520.10, Safely Surrendered Babies (SSB).

TERMINATION OF PREGNANCY

Unintended pregnancies happen. Sometimes even the best birth control method fails. If a youth does not want to continue a pregnancy, she has the legal right to terminate the pregnancy. The youth should be encouraged to discuss her situation and her feelings about aborting the pregnancy with her partner, parents or a friend. However, no one has the legal right to force her to have an abortion or to prevent her from choosing to abort the pregnancy, regardless of the youth's age.

Surgical and Medical Abortions

Surgical abortion is a simple surgical procedure when done early and under good medical conditions. It takes about 15 to 20 minutes and is usually done in a clinic or a doctor's office.

Medical abortion is an option within the first nine weeks after the last menstrual period and ends a pregnancy using particular drugs. It takes approximately one to two weeks to pass the pregnancy and the youth must be prepared to have a surgical abortion in the event that the medical abortion does not end the pregnancy.

Abortion Services

The staff at the local family planning clinic will be able to answer questions about types of abortions, fees and services available. All youth may get financial help from the State if she cannot afford the cost of the abortion. Counseling for young women considering abortion is available at Planned Parenthood or a Los Angeles County Health Clinic. Refer to page 14 of this Procedural Guide for instructions regarding pregnancy termination.

ADOPTION

Adoption is an alternative for a youth who does not feel prepared to raise a child but does not want to have an abortion. The CSW should inform the youth that Adoption is a legal process during which she gives up all her rights and responsibilities as a parent, and that once all the adoption procedures are completed, the decision is permanent and cannot be reversed. If the baby's father's identity is known, the father will also be required to give consent to the adoption. The CSW should assist the youth in contacting the father and obtaining his consent for the adoption. DCFS Adoption Information and Applicant Intake toll-free number: 888-811-1121 http://www.lacdcfs.org/adoptions/index.html, e-mail: adoptions@dcfs.lacounty.gov

How the Adoption Process Works

The CSW should inform the youth that there are two methods for legal adoption in California: Private and Independent adoptions. In adoptions through a private or government agency, the agency takes full responsibility for all the legal matters involved. In an independent adoption, the parent locates the adoptive family on her own. In both instances, the adopting parent must be approved by the California Department of Social Services before the adoption process is final. Buying or selling babies is against the law. Refer to page 16 of this Procedural Guide for instructions on the Adoption process. Provide the youth with the DCFS Adoption Information and Applicant Intake toll-free number: (888) 811-1121

Discussing Relinquishment with Youth

When a DCFS youth is pregnant and considering putting her child up for adoption, the CSW should ask the assistance of an Adoption Resources and Permanency Division (APRD) CSW in the office to engage the youth in a discussion of the following questions and document her responses:

How do I feel about going through nine months of pregnancy, delivery and then placing my child in an adoptive home?
How do I feel about someone else raising my child?
How do I feel about the probability of never seeing my child again?
Would it make a difference if I had a boy or a girl?
Do I know the physical risks of pregnancy and childbearing?
What agencies offer adoption services?
What are the adoption procedures?
What are the terms of the adoption?
What might my life be like in five years? In 10 years?
Who can I talk to about my decision?
Will the baby's father consent to the adoption?

PARENTING

If a teen becomes pregnant she has the right to continue her pregnancy, regardless of her age, marital status or financial situation. If eligible, youth can receive financial and medical help from the State to provide for herself and her child. Each pregnancy is different. Even though the youth may already have had a child, it is important that she visit a doctor for prenatal care. Prenatal care gives the youth the best chance of having a health baby. If a youth thinks she is pregnant, she should talk with her health care provider before taking any medications. This may prevent some problems during pregnancy. Refer to page 16 of this Procedural Guide for instructions when discussing becoming a parent with the youth.

Prenatal care includes:

Regular check ups during pregnancy
Special nutrition
Enough rest
Regular exercise

Discussing Parenting with Youth

When a DCFS youth is pregnant and considering becoming a parent, the CSW should engage the youth in a discussion of the following questions and document her response:

How do I feel about being totally responsible for someone else for at least 18 years?
How do I feel about giving up much of my freedom? My privacy? The option to go and do as I please?
What is my plan for completing my education?
If I'm not home all day, who will care for my child?
Can I afford the costs of food, clothing, housing, childcare and medical care? Do I know how much it costs to raise a child?
How involved can I expect the baby's father to be?
Do I know the physical risks of pregnancy and childbearing?
What community agencies can offer help?
What might my life be like in five years? In 10 years?
Considering how you were raised, and how this has affected your life, how would you change (or keep the same) parenting style with your child?

III. Safe Pregnancy and Healthy Baby

Collaborative Planning with a Public Health Nurse

When a youth's choice is to become a parent, the CSW and a Public Health Nurse (PHN) co-located in the CSWs office, will have a Collaborative Planning meeting with the youth to assess the needs of the youth and provide interventions to ensure a safe pregnancy and a healthy baby. This dual response is designed to increase the health and safety outcomes for both the youth and her child. Some of the interventions may include but are not limited to: A joint visit to the home, hospital, school or office; sending for medical records; interpreting medical information; and/or referrals to appropriate community agencies.

The goal of the Collaborate Planning meeting is to develop a plan that protects the youth and her child's health and safety needs. During a CSW/PHN joint visit, the PHN will make skilled observation of the general health, nutritional and developmental status through the use of the Home Visit Observations Attachment to the Home Visitation

Guideline. All health information will be entered into the youth's Health and Education Passport. It will also ensure the following are addressed:

Raise and answer medical questions and offer nursing expertise.
Skilled observations of infants and children for signs of health or developmental concerns.
Clarification with health care providers when there are varying medical opinions.
Appropriate follow-up on health issues associated with allegations of severe neglect with special emphasis on children with medical problems.

When a home visit is indicated, the PHN and the CSW will meet at the youth's placement to assess health, safety and health practices. The PHN will also assist the CSW with other concerns in the assessment of the home environment. PHN's will utilize observation and interview skills to identify actual and potential health needs of the youth and her child(ren). The PHN will also inform the CSW of any health and/or safety concerns while on the joint visit.

Nurse Family Partnership (NFP) Program

A teen qualifies for the NFP Programs services if she:

is receiving DCFS services and
is pregnant for the first time and
is no more than 24 weeks pregnant and
agrees to the services.

The program provides home visiting services beginning during the pregnancy and extending through the child's first two years of life. The PHNs who visit the home will focus on the new mother's health, her role development as a mother and utilization of health and human services.

See **Section E. When A DCFS-Supervised Youth Is Pregnant And Wishes To Continue The Pregnancy** on page 17 of this policy for directions on how to refer a youth to the program.

IV. Resources

Planned Parenthood of Los Angeles: 800-576-5544
Web-site: http://www.plannedparenthood.org/los-angeles/;
Los Angeles County Health Services Clinics: 800-427-8700
Web-site: http://ladhs.org/

Safe Surrender Hotline: 877-BABY SAFE
Web-site: http://babysafela.org/

DCFS Foster Care and Adoption Assistance Hotline: 800-697-4444
Web-site: http://www.lacdcfs.org/adoptions/index.html
e-mail: adoptions@dcfs.co.la.ca.us

Probation Permanency Planning Family Finding Unit
For dual supervised (DCFS/Probation) or previous Probation Youth (refer via the DPO).

Nurse Family Partnership Program/Prenatal Care Guidance Program
213-639-6433 or 213-639-6478
To refer, the teen must be pregnant for the first-time and less than 16-18 weeks pregnant to be enrolled in this 2 * year nurse-home visiting program.
For empirically evaluated outcomes, see: www.nursefamilypartnership.org

Adolescent Family Life Program
Refer to Reproductive Health and Parenting Resources for Teens in LA County
For any pregnant or parenting teen.

Minor Consent Services
Available through L.A. County Department of Public and Social Services (DPSS).
On-line fact sheet: http://www.adp.ca.gov/ADPLTRS/pdf/97-52ex1.pdf

Reproductive Health and Parenting Resources for Teens in LA County resource list (available on LA Kids)

Procedures

In choosing appropriate referrals and resources for a DCFS supervised youth, the following factors should be considered:

1. What are the teen's immediate needs, such as health care, housing, financial assistance, schooling, employment, etc?
2. What are the specific physical, social and emotional problems, if any, associated with the pregnancy/infant?
3. Do both parents (if the father is known and involved) have an understanding as to their mutual roles and expectations?
4. What is the level of maturity of the pregnant teen/teen parent? Has the teen identified realistic goals and objectives?
5. What is the nature of the teen's relationship with his or her family of origin?
6. If the family of origin is not available for the teen, what are his/her resources in the community? Is there a support network in place?
7. What is the age of the teen? Is emancipation a near or long-term goal?

8. What is the teen's primary language? Are there cultural issues to consider?

9. Is this the teen's first pregnancy? Is the teen parenting at the time of this pregnancy?

10. Does the teen want to stay in the current placement? If not begin planning for transition. If yes, work with her foster parent to ensure all necessary supports are in place.

11. If appropriate and the youth agrees, refer the family for a Pregnant and Parenting Teen (PPT) conference.

The referrals provided in "Reproductive Health and Parenting Resources for Teens In L.A. County", are not exhaustive, but will serve as a starting point for locating resources appropriate for the individual youth.

A. WHEN: A YOUTH IN AN OPEN REFERRAL DISCLOSES THAT SHE IS PREGNANT

Case-Carrying CSW Responsibilities

1. Discuss with the youth whether her family has knowledge of the pregnancy and, if so, the potential problems posed by the pregnancy and the attitude within the family toward the pregnancy. Provide the youth a copy of "Reproductive Health and Parenting Resources for Teens In L.A. County" prior to closing the referral or promoting the referral to a case.

2. Advise the youth of the family planning options available to her including:

   Terminating the pregnancy.
   Continuing the pregnancy and relinquishing the baby for adoption.
   Continuing the pregnancy and keeping the baby.

3. Reassure the youth that she will receive your support no matter what choice she makes.

4. If the youth decides to continue the pregnancy, inform her of the NFP program. If she wishes to participate and qualifies, refer her for the services. Please see Section E on how to refer.

5. Refer the youth to Planned Parenthood or a Los Angeles County Health Clinic to further discuss her family planning options. Planned Parenthood of Los Angeles: 800-576-5544. http://www.plannedparenthood.org/los-angeles/ Los Angeles County Health Services Clinics: 800-427-8700. http://ladhs.org/

6. Encourage the youth, if appropriate, to discuss family planning options with her parent(s)/legal guardian and her attorney (when one has been assigned).

7. If appropriate and the youth agrees, refer the family for a Pregnant and Parenting Teen (PPT) conference.

8. Inform the youth of the "Safe Haven" law. See Procedural Guide 0070-520.10, Safely Surrendered Babies (SSB).

9. Arrange for a Joint Response with a PHN.

10. Document in the Contact Notebook that referrals were provided and that the options for managing the pregnancy were discussed prior to promoting the referral to a case or closing the referral.

11. Document information regarding the pregnancy and related medical treatment in the Health Notebook. Include the name, address and phone number of the physician providing prenatal care.

12. If a TDM is held, advise the youth that her pregnancy will not be revealed during the TDM, unless she authorizes it. If a placement decision must be made for the youth, her prenatal needs must be considered along with the permanency needs of the teen parent family unit if the youth chooses to become a parent.

> **NOTE:** Revealing pregnancy information in the absence of the youth's consent violates her right to privacy. This does not apply to documenting medical information in the youth's case file or in CWS/CMS. Sharing medical information with health care providers, when appropriate, is not prohibited.

13. If the referral is promoted to a case incorporate financial and medical assistance, as well as pregnant teen programs, into the case plan and follow the procedures outlined in Section B of this Procedural Guide. Also see Procedural Guide 0070-548.07, Assessing For The Safety And Risk Of Newborns For Families Already Under DCFS Supervision.

B. WHEN: A DCFS-SUPERVISED YOUTH DISCLOSES THAT SHE IS PREGNANT

CSW Responsibilities

1. Arrange for a Collaborative Planning meeting with a PHN.

2. Advise the youth of the family planning options available to her including:

Terminating the pregnancy.
Continuing the pregnancy and relinquishing the baby for adoption.
Continuing the pregnancy and keeping the baby.

3. Reassure the youth that she will receive your support no matter what choice she makes.

4. If the youth decides to continue the pregnancy, follow the instructions outlined in Section E: When A DCFS-Supervised Youth is Pregnant and Wishes to Continue the Pregnancy

5. Refer the youth to Planned Parenthood or a Los Angeles County Health Clinic to further discuss her family planning options. Planned Parenthood of Los Angeles: 800-576-5544. http://www.plannedparenthood.org/los-angeles/; Los Angeles County Health Services Clinics: 800-427-8700. http://ladhs.org/

6. If necessary or if the youth requests it, transport the youth to and from the local Planned Parenthood or a Los Angeles County Health Clinic.

7. Provide the youth with a copy of "Reproductive Health and Parenting Resources for Teens in L.A. County".

8. Inform the youth of the "Safe Haven" law. See Procedural Guide 0070-520.10, Safely Surrendered Babies (SSB).

9. Encourage the youth, if appropriate, to discuss Family Planning options with her parent(s)/legal guardian and her attorney.

10. If appropriate and the youth agrees, refer the family for a Pregnant and Parenting Teen (PPT) conference.

11. Document in the Contact Notebook that referrals were provided to the youth (mother and/or father) and that the family planning options were discussed.

12. Document information regarding the pregnancy and related medical treatment in the Health Notebook. Include the name, address and phone number of the physician providing prenatal care.

13. If a TDM is held, advise the youth that her pregnancy will not be revealed during the TDM unless she authorizes it. If a placement decision must be made for the youth, her prenatal needs must be considered along with the permanency needs of the teen parent family unit if the youth chooses to become a parent.

NOTE: For health and safety reasons, a pregnant youth may not remain in a placement where her caregivers are not informed of her pregnancy.

14. At each subsequent home visit, determine whether the youth and the family are utilizing the referred resources and document that information in the Contact Notebook.

C. WHEN: A DCFS-SUPERVISED YOUTH IS PREGNANT AND WISHES TO TERMINATE THE PREGNANCY

Case-Carrying CSW Responsibilities

1. If not already completed, arrange for a Collaborative Planning meeting with a PHN.

2. Discuss all the available family planning options listed in this Procedural Guide with the youth and ensure that her decision to terminate the pregnancy is based on her knowledge of the range of options available to her. Document this discussion in the Contact Notebook.

3. Reassure the youth that she will receive your support no matter what choice she makes.

4. Refer the youth to Planned Parenthood or a Los Angeles County Health Clinic to further discuss and arrange for pregnancy termination services. Planned Parenthood of Los Angeles: 800-576-5544. http://www.plannedparenthood.org/los-angeles/; Los Angeles County Health Services Clinics: 800-427-8700. http://ladhs.org/

5. Encourage the youth, if appropriate, to discuss her options with her parent(s)/legal guardian and her attorney.

6. Document information regarding the pregnancy and related medical treatment in the Health Notebook. Include the name, address and phone number of the physician providing prenatal care. Document conversations with the youth in the Contact Notebook.

7. If necessary or if the youth requests it, assist the youth, in making adequate arrangements for the medical or surgical abortion procedure and adequate recovery time.

8. If necessary or if the youth requests it, transport the youth to and from the location where the medical or surgical abortion will occur.

9. Provide post termination supportive services as needed and ensure the youth's attendance at follow-up medical appointments.

10. Refer the youth for family planning counseling to prevent future unintended pregnancy's or STIs.

D. WHEN: A DCFS-SUPERVISED YOUTH ELECTS TO RELINQUISH THE INFANT FOR ADOPTION

Case-Carrying CSW Responsibilities

1. If not already completed, arrange for a Collaborative Planning meeting with a PHN.

2. Discuss the available family planning options with the youth and ensure that her decision to relinquish the infant for adoption is based on her knowledge of the range of options available to her. Document all contacts in the Contact Notebook.

3. Reassure the youth that she will receive your support no matter what choice she makes. Encourage the youth to discuss options with her attorney.

4. Create a Client Notebook for the infant if one does not already exist.

5. If available, enter the name, address and phone number of the father in the infant's Client Notebook.

6. Provide the youth with the DCFS Adoption Information and Applicant Intake toll-free number: (888) 811-1121.

NOTE: Only the infant's parents are permitted to make the phone call to the Adoption Information and Applicant Intake section and the decision to relinquish the infant. The decision to relinquish must not be imposed on either parent. Further, the mother and the father cannot be prevented from relinquishing the infant, regardless of the attitudes of their legal guardians, the grandparents, or other interested parties. See Procedural Guide 0200-508.10, Advising and Providing Services to Parents Prior to Accepting a Statement of Understanding and Relinquishment Document.

7. Follow the instructions outlined in **Section E: When A DCFS-Supervised Youth is Pregnant and Wishes to Continue the Pregnancy,** that address the youth's pregnancy and child birth needs, including the NFP program.

8. For dual supervised youth (DCFS/Probation) or previous Probation Youth, refer to: the Probation Permanency Planning Family Finding Unit via the youth's DPO.

E. WHEN: A DCFS-SUPERVISED YOUTH IS PREGNANT AND WISHES TO CONTINUE THE PREGNANCY

Case-Carrying CSW Responsibilities

1. If not already completed, arrange for a Collaborative Planning meeting with a PHN.

2. Discuss the available family planning options with the youth and ensure that her decision to relinquish the infant for adoption is based on her knowledge of the range of options available to her. Document in the Contact Notebook.

3. Reassure the youth that she will receive your support no matter what choice she makes.

4. Assess the youth's level of maturity and commitment to becoming a parent and document in the Contact Notebook. Provide the youth with a copy of "Reproductive Health and Parenting Resources for Teens in L.A. County".

5. Assess the youth's need for health, financial, placement/housing and educational, etc. resources:

   Nurse Family Partnership (NFP) Program

   a) Once the youth decides to keep the baby, talk to her about the NFP Program.
   b) If she agrees to participate and she qualifies for the program, complete the NFP Referral Form located on LA KIDS or click to follow link. If the mother is a Nonminor Dependent, she must sign the authorization for release, DCFS 565, also on LA KIDS.
   c) Give the completed form to your PHN to submit.
   d) DPH NFP Program will send an enrollment status letter and quarterly updates to the PHN.
   e) The PHN will document the pregnant youth referral in the CWS/CMS Special Projects page

   Refer the youth to the Adolescent Family Life Program (AFLP).
   Refer the youth and her caregiver to community resources as needed or requested. Refer to "Reproductive Health and Parenting Resources for Teens in L.A. County".
   If the youth resides with a parent or adult relative, who is receiving CalWORKs, refer her and the parent/relative to the Department of Public Social Services (DPSS) to determine the youth's eligibility for the Cal-Learn program.

6. Ensure that the youth receives prenatal care in accordance with the College of Obstetricians and Gynecologists guidelines. Consult with the Public Health Nurse (PHN) to obtain these guidelines.

7. Document information regarding the pregnancy and related medical treatment in the Health Notebook. Include the name, address and phone number of the physician providing prenatal care.

8. Attempt to identify and locate the father. If identified, ensure that the father is added to the family in the Client Notebook.

9. With the pregnant youth's consent, and if the father is willing, initiate face-to-face contact with him. Document the contact, or attempted contact, in the Contact Notebook.

NOTE: Section 261.5 of the Penal Code provides that any person who engages in an act of unlawful sexual intercourse with a minor who is not more than three years older or three years younger than the perpetrator, is guilty of a misdemeanor. Perpetrators who are more than three years older than the minor or perpetrators age 21 or older when the minor is under 16 years of age have committed either a misdemeanor or a felony in causing the teen mother to become pregnant. Under either of these circumstances, if a report has not already been made to local law enforcement, contact local law enforcement and report the crime.

10. If the father is a DCFS-Supervised or Probation youth, provide him with referrals to community-based programs such as the Adolescent Family Life Program (AFLP) (via the DPO if Probation youth). See Procedural Guide 0100-510.40, Teen Parents in Foster Care.

11. If appropriate and the youth agrees, refer the family for a Pregnant and Parenting Teen (PPT) conference.

12. If the youth is reluctant to disclose her pregnancy to her parent(s) or out-of-home caregiver, discuss her concerns and if appropriate, encourage her to disclose her pregnancy to her parent(s) or out-of-home caregiver. If she has an attorney, encourage her to discuss the matter with her attorney.

13. If the youth does not wish to disclose her pregnancy to her parents or out-of-home caregiver, advise her that she will need to be placed with a caregiver she would feel more comfortable sharing this information with.

14. Use good social work practice, including a discussion with the SCSW, to determine if the pregnant youth's best interests would be better met if her

parent(s) or caregiver were informed of the pregnancy. Consult with County Counsel regarding filing an ex-parte motion requesting the court to order that the information be disclosed.

PHN Responsibilities

1. The PHN will document the pregnant youth referral in the CWS/CMS Special Projects page as follows:
    a. Pregnant Youth - Referred to the NFP Program
    b. Pregnant Youth - Status of referral to the NFP Program:
        i. Client accepted into NFP
        ii. Client was not accepted into NFP
            1) Did not meet intake criteria
            2) Refused
            3) No NFP capacity in the geographical area
    c. Pregnant Youth - Not referred to the NFP Program with the options of,
        i. Does not meet eligibility criteria;
        ii. Referred to Prenatal Care provider (list provider name);
        iii. Youth declined;
        iv. Referred to other home visiting program (provide name of program).

2. Entries onto the Special Projects Page will require a date when the action was taken or notification was received.

3. List the provider's name in the comment section.

APPROVAL LEVELS

Section	Level	Approval
A.B.C.D.E.	N/A	None

OVERVIEW OF STATUTES/REGULATIONS

Civil Code, Section 56.103 Defines CSW's as HIPAA "third parties" and permits them to receive PHI. Allows health and mental health providers to disclose foster child Protected Health Information (PHI) to CSW's that is related to service coordination, service delivery and treatment. Prohibits re-disclosure of PHI unless it is related to service coordination, service delivery or treatment. Prohibits use of disclosed medical or mental health information to be used as evidence against a foster youth in a criminal proceeding. Clarifies that the authority of the CSW does not override the authority of a

custodial parent or patient representative regarding access to medical information (unless that authority has been limited by the court).

Family Code, Section 6925 A minor may consent to medical care related to the prevention or treatment of pregnancy, except sterilization. A minor may receive birth control without parental consent.

Family Code, Section 6926 (a) A minor who is 12 years of age or older and who may have come into contact with an infectious, contagious, or communicable disease may consent to medical care related to the diagnosis or treatment of the disease, if the disease or condition is one that is required by law or regulation adopted pursuant to law to be reported to the local health officer, or is a related sexually transmitted disease, as may be determined by the State Director of Health Services. (b) A minor who is 12 years of age or older may consent to medical care related to the prevention of a sexually transmitted disease.
Health and Safety Code, Section 121020 A minor 12 and older is competent to give written consent for an HIV test.

Health and Safety Code, Section 123110(a) and 123115(a) In regards to testing, diagnosis and/or treatment for infectious, contagious communicable disease, sexually transmitted diseases including HIV and AIDS; pregnancy; contraception and abortion: The health care provider is not permitted to inform a parent or legal guardian without minor's consent. The provider can only share the minor's medical records with the signed consent of the minor.

Penal Code Section 261.5 defines unlawful sexual intercourse as, "an act of sexual intercourse accomplished with a person who is not the spouse of the perpetrator, if the person is a minor." It states that any person who engages in an act of unlawful sexual intercourse with a minor who is not more than three years older or three years younger than the perpetrator, is guilty of a misdemeanor. Perpetrators who are more than three years older than the minor or perpetrators age 21 or older when the minor is under 16 years of age are guilty of either a misdemeanor or a felony.

American Academy of Pediatrics v. Lungren 16 Cal 4th 307 A minor may consent to an abortion without parental or legal guardian consent and without court permission.

LINKS

California Code	http://www.leginfo.ca.gov/calaw.html
Division 31 Regulations	http://www.cdss.ca.gov/ord/PG309.htm
Title 22 Regulations	http://www.dss.cahwnet.gov/ord/PG295.htm

RELATED POLICIES

Procedural Guide 0050-501.10, Child Abuse and Neglect Reporting Act (CANRA): Who Must Report
Procedural Guide 0050-501.15, The Cross-Reporting Responsibilities When A Report of New Allegations is Received at the Child Protection Hotline
Procedural Guide 0070-516.10, Assessing the Development of Children 0-59 Mos. Old
Procedural Guide 0070-520.10, Safely Surrendered Babies (SSB)
Procedural Guide 0070-548.25, Completing the Structured Decision Making (SDM) Safety Plan
Procedural Guide 0070-560.05, Joint Response Referral
Procedural Guide 0090-506.30, Teen Parent DPSS Services
Procedural Guide 0100-510.40, Teen Parents in Foster Care
Procedural Guide 0200-508.10, Advising and Providing Services to Parents Prior to Accepting a Statement of Understanding and Relinquishment Document

FORM(S) REQUIRED/LOCATION

Hard Copy: None

LA Kids:
DCFS 280, Technical Assistant Action Request
DCFS 565, Authorization for Disclosure of Medical Information For Participation in the Nurse Family Partnership Program
DCFS 709, Foster Child's Needs and Case Plan Summary
Funding Resource Guide
Parenting Youth's Consent to Document and Share Her/His Non-Dependent Child's Health Information
Reproductive Health and Parenting Resources for Youth in L.A. County
NFP Program Referral Form

CWS/CMS:
Initial Case Plan
Case Plan Update
Client Notebook
Contact Notebook
Health Notebook

SDM:
Safety Assessment
Safety Plan
Risk Assessment