REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

TRANSITIONAL HOUSING PLACEMENT PROGRAM

AND/OR

TRANSITIONAL HOUSING PLACEMENT PLUS – FOSTER CARE SERVICES

(CMS 13-001)

Prepared by
County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, California 90020

Release Date: October 2013

"To Enrich Lives Through Effective and Caring Service"

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
TRANSITIONAL HOUSING PLACEMENT PROGRAM AND/OR
TRANSITIONAL HOUSING PLACEMENT PLUS – FOSTER CARE
(CMS 13-001)

TABLE OF CONTENTS

PREAMBLE 3

PART A – OVERVIEW 4

PART B – RFSQ GENERAL INFORMATION 11

PART C – INSTRUCTIONS TO PROSPECTIVE CONTRACTOR 31

PART D – STATEMENT OF QUALIFICATIONS SUBMISSION PACKET 44

PART E – SELECTION PROCESS AND EVALUATION CRITERIA 106

PART F – PROTEST POLICY TRANSMITTAL FORMS 112

PART G – THPP SAMPLE MASTER CONTRACT 116

PART H – THPP STATEMENT OF WORK 183

PART I – THP+FC SAMPLE MASTER CONTRACT 342

PART J – THP+FC STATEMENT OF WORK 399

PART K – EXHIBITS / ATTACHMENTS TO SAMPLE CONTRACT 400

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 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 A - OVERVIEW

1.0 DCFS MISSION STATEMENT

The County's Department of Children and Family Service is the County agency with the duty to establish, manage and provide a system of service which ensures the following:

- Children are safe from abuse, neglect and exploitation;
- Families who provide safe environments for children are strengthened;
- Children whose families are unable to provide a safe environment are provided temporary homes which support optimum growth and development;
- Children in temporary homes receive safe, secure and nurturing permanent homes in a timely manner; and
- Children who reach adulthood under DCFS' care are provided the opportunity to succeed.

2.0 REQUIRED SERVICES

The purpose of this RFSQ is to solicit Statements of Qualifications (SOQ) from organizations that can provide Transitional Housing Placement Program (THPP) services and/or Transitional Housing Placement Plus – Foster Care (THP+FC) services. Contracts will be executed with all Prospective Contractors determined to be qualified per this RFSQ. This RFSQ solicits for one or both of two separate contracts.

Prospective Contractors may submit a Statement of Qualifications (SOQ) for one or both programs. Prospective Contractors must indicate on the Contractor's Organization Questionnaire/Affidavit (Part D, Form 1) which program(s) they are attempting to qualify.

2.1 The County of Los Angeles, Department of Children and Family Services (DCFS) is seeking qualified licensed Prospective Contractors to enter into contracts with the County to provide Transitional Housing Placement Program services and/or Transitional Housing Placement Plus – Foster Care services.

2.2 The THPP provides Countywide selected independent living opportunities for eligible dependents between the ages of 16 and 17, who are under the supervision of DCFS.

2.2.1 Awarded contractors shall provide independent living opportunities; by providing supervised safe housing and case management services to eligible participants to practice life skills and to assist the participants achieve self-sufficiency through supportive services

2.3 The THP+FC provides Service Planning Area (SPA) based selected independent living opportunities for eligible dependents between the ages of 18 and 21, who are under the supervision of DCFS or the Probation Department (Probation).

2.3.1 Awarded contractors shall provide SPA based independent living opportunities; by providing supervised safe housing and case management services to eligible participants to practice life skills and to assist the participants achieve self-sufficiency through supportive services.

3.0 RFSQ COMPOSITION

3.1 This RFSQ is composed of the following parts:

PART A – INTRODUCTION: Specifies the Prospective Contractor's minimum qualifications, provides information regarding some of the requirements of the contract and the solicitation process.

PART B – RFSQ GENERAL INFORMATION: Contains an overview of the RFSQ and background information on the THPP and THP+FC Program.

PART C – INSTRUCTIONS TO PROSPECTIVE CONTRACTOR: Contains instructions to Prospective Contractors in how to prepare and submit their SOQ.

PART D – REQUIRED FORMS/SUBMISSION PACKET: Contains the forms that must be completed and included in the SOQ in addition to other required documents.

PART E – SELECTION PROCESS AND EVALUATION CRITERIA: Contains information as to how SOQs will be reviewed and selected. This selection also includes the County's Protest Policies for Solicitation and Disqualification.

PART F – PROTEST POLICY TRANSMITTAL FORMS: Contains Transmittal Forms to Request a Solicitation Requirements Review and a /or Disqualification Review.

PART G – THPP SAMPLE MASTER CONTRACT: Contains the terms and conditions substantially similar to any Contract resulting from this RFSQ.

PART H – THPP STATEMENT OF WORK: Contains the specific program tasks, deliverables, outcomes and performance measures required by DCFS.

PART I – THP+FC SAMPLE CONTRACT – Contains the terms and conditions substantially similar to any Contract resulting from this RFSQ.

PART J – THP+FC STATEMENT OF WORK: Contains the specific program tasks, deliverables, outcomes and performance measures required by DCFS.

PART K – EXHIBITS / ATTACHMENTS TO THE SAMPLE CONTRACT: – Contains attachments to any Contract resulting from this RFSQ.

4.0 RFSQ TIMETABLE

The following timetable represents the County's best estimate of the schedule that shall be followed in this RFSQ process and the subsequent submission periods described in Section 4.2. County reserves the right, at its sole discretion, to adjust these schedules, as it deems necessary. Notification of any adjustment to the timeline shall be provided by addendum to any Prospective Contractor which County records indicate has received this RFSQ.

4.1 Initial Period for RFSQ Release and SOQ Submission:

- Release RFSQ: on or about October 11, 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 November 22, 2013
- Deadline for SOQ Submission: **January 6, 2014; 12:00 PM**
- Anticipated Contract Start Date: on or about January 1, 2015

4.2 Subsequent Periods for SOQ Submission: Interested parties who are not currently licensed as a THP+FC provider shall submit a Plan of Operation to DCFS by 12:00 noon, **Tuesday, July 1, 2014,** for review. The Plan of Operation should be submitted to:

DCFS Contracts Administration Division
THP+FC Program Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

Individuals who are successful in completing the licensure process with the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) may be eligible to submit a SOQ on the Subsequent SOQ Submission Dates as follows:

January 20, 2015 through January 30, 2015
January 19, 2016 through January 29, 2016

This will allow Prospective Contractors to submit a SOQ during the submission period if: (1) they submitted a SOQ, but did not qualify after being considered by County; (2) they did not submit a SOQ during a previous submission period; or (3) they are successful in completing the licensure process with CDSS CCLD.

4.2.1 The requirements for submitting SOQs to the additional submission period may change.

4.3 Termination of RFSQ: The County, acting in its best interest and at its sole discretion, may cancel this solicitation at any time.

5.0 RFSQ PROSPECTIVE CONTRACTORS' CONFERENCE – QUESTIONS AND ANSWERS

5.1 Participation in the Prospective Contractors' Conference is **strongly recommended** for any prospective contractor submitting a SOQ to obtain clarification and information on issues pertaining to the RFSQ. The Prospective Contractors' Conference will be held **Wednesday, November 6, 2013, at 9:00 AM to 12:00 noon.**

Department of Children and Family Services
MacLaren Children's Center
4024 North Durfee Avenue, Classroom 4
El Monte, California 91724

<u>PLEASE BRING A COPY OF THIS RFSQ TO THE CONFERENCE</u>**

5.2 Prospective Contractors may submit written questions regarding this RFSQ by mail, fax or electronic mail to the individual identified below. All written questions must be received by **<u>Monday, October 28, 2013 by 12:00 noon</u>**. No questions will be accepted after this date and time.

5.2.1 Prospective Contractors shall reference the RFSQ section number, paragraph number, page number, and quote the passage that prompted the question when submitting or asking questions. This will ensure that the questions can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

5.2.2 Questions about the RFSQ, the master contract, or its SOW will not be accepted after the Prospective Contractors' Conference.

5.3 All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The addendum will be sent to each person or organization which COUNTY records indicate received a copy of the RFSQ, in addition to being posted on the County of Los Angeles' website. To ensure receipt of any addendums, prospective contractor should include correct mailing address, fax number, or e-mail address, whichever is appropriate.

5.4 Following the Proposers Conference, written answers to all questions will be sent (e-mail, faxed, or mailed) to each person or organization which COUNTY records indicate received a copy of this RFSQ. Telephone inquiries will not be accepted.

All questions shall be addressed to:

THPP / THP+FC RFSQ Administrator
425 Shatto Place, Room 400
Los Angeles, California 90020
Email: carref@dcfs.lacounty.gov

5.5 Any and all contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
RFSQ Number: 13-001
Attn: Kimberly A. Foster, Section Manager
425 Shatto Place, Room 400
Los Angeles, California 90020
Email: fosteka@dcfs.lacounty.gov

5.6 All Prospective Contractors are specifically directed not to contact any other County personnel regarding this RFSQ. If it is discovered that a Prospective Contractor contacted and received information from any County personnel, other than the person specified above, regarding this RFSQ, County, in its sole determination, may disqualify their SOQ from further consideration.

6.0 MINIMUM MANDATORY REQUIREMENTS TO QUALIFY AS A PROSPECTIVE CONTRACTOR

Interested and qualified licensed Prospective Contractors that meet the Minimum Requirements as outlined below are invited to submit an SOQ by the deadline. The minimum qualifications for prospective THPP and/or THP+FC providers to contract with County include all of the following:

6.1 Prospective Contractor must have a minimum of four (4) years of experience, within the last seven (7) years as a Transitional Housing provider or four (4) years' experience providing Case Management services to transition-aged youth (Foster/Probation Youth). The experience shall include the provision of educational and employment support services to youth equivalent or similar to the services identified in Part H, THPP Statement of Work and/or Part J, THP+FC Statement of Work.

6.2 Prospective Contractor shall submit and maintain a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate a Transitional Housing Placement Program, and to provide Transitional Housing Placement Plus – Foster Care.

6.3 Prospective Contractor shall submit and maintain a CDSS THPP or THP+FC Rate Notification Letter from CDSS Foster Care Rates Bureau.

6.4 Prospective Contractor shall submit a non-profit determination letter from the Internal Revenue Service.

6.5 Prospective Contractor shall submit a non-profit determination letter from the State of California Franchise Tax Board.

6.6 Prospective Contractor shall submit a current **certified** Statement of Information from the California Secretary of State.

6.7 Prospective Contractor shall submit a Certificate of Status from the California Secretary of State.

6.8 Prospective Contractor shall have been in "Good Standing" with the County of Los Angeles Department of Children and Family Services, the County of Los Angeles Probation Department, any other County of Los Angeles department, CDSS CCLD, and other counties within the State of California for the past twenty-four months.

6.9 Prospective Contractor shall not have been in a "Do Not Refer" or "Do Not Use" status with the County of Los Angeles Department of Children and Family Services, the County of Los Angeles Probation Department, any other County of Los Angeles department, CDSS CCLD, or any other counties within the State of California.

7.0 DEFINITIONS

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. Definitions of general terms can be found in Part G, Sample Contract, Part I, Unique Terms and Conditions, Section 2.0, Definitions of the THPP Contract and/or Part I, Sample Contract, Part I, Unique Terms and Conditions, Section 2.0, Definitions of the THP+FC Contract.

8.0 CONTRACT PERIOD AND RECOMMENDATION OF AWARD

The term of each proposed Contract will be one year, with two one-year options to renew the Contract at the sole option of the COUNTY, for a total of three years. The Contract is scheduled to commence on or about January 1, 2015, or after approval by the County's Board of Supervisors, whichever is later. The Department will execute contracts with eligible qualified Contractors pending approval of the Board of Supervisors. **The award of a THPP or THP+FC contract does not guarantee placements.**

Prospective Contractors' Plan of Operation must be approved by DCFS in response to this RFSQ prior to the execution of any Contract, or the issuance of a Start Work Notice.

9.0 PAYMENT STRUCTURE

9.1 **THPP** - This is a firm-fixed price contract. The County shall compensate contractor for the services set forth in the SOW, at the rate of $3,462 per month as set forth in Exhibit A-2, Pricing Schedule for each DCFS placed THPP Participant. The monthly rate per THPP Participant consists of the base rate of $2,100 and the increased rate of $1,362 or a total of $3,462 per participant. Payment to Contractor shall be pro-rated for partial month THPP placements.

9.2 In the event the Title IV-E Waiver Fund allocated to the THPP program is depleted, the County is not financially liable to the Contractor for the increased rate portion of the THPP Participant placement fees.

9.3 **THP+FC** – County shall pay Contractor for each Placed Child the monthly THP+FC Rates established by the CDSS Foster Care Funding and Rates Bureau. The monthly rate per THP+FC Participant is $2,797 (Remote Site), $2,797 (Single Site) and $2,225 (Host Family).

9.4 Payments referenced in the Contract are based on rates established by California Department of Social Services (CDSS), Foster Care Rates Bureau. During the term of the Contract, County shall compensate Contractor for the services set forth in the Contract and in the SOW, for each placed Non-Minor Dependent at the Transitional Housing Placement Plus Foster Care rate(s) established for placements at the site(s) covered by the Contract.

10.0 TERMS AND CONDITIONS

Sample terms and conditions of the anticipated Contract are provided in Part G and Part I, Sample Master Contracts. The final terms and conditions of any contract resulting from this RFSQ process will be substantially similar to those that are contained in the Sample Master Contract. Prospective Contractors are encouraged to have the Sample Master Contract reviewed by their organization's legal counsel.

10.1 Several of the documents in Part D, Statement of Qualifications Submission Packet and Part K, Exhibits / Attachments to Sample Master Contract will become exhibits / attachments to the Contract resulting from this RFSQ.

10.2 Submission of a SOQ shall constitute acknowledgment of and acceptance of all of the terms and conditions in this RFSQ and the attached Sample Master Contract, without exception.

PART B – RFSQ GENERAL INFORMATION

1.0 PROTEST POLICY REVIEW PROCESS

1.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any Prospective Contractor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.3. Additionally, any actual Prospective Contractor may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the Prospective Contractor challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.

1.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Prospective Contractor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Refer to Part B, Section 2.0)
- Review of a Disqualified SOQ (Refer to Part B, Section 3.0)

2.0 SOLICITATION REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting Part F, "Transmittal Form to Request a Solicitation Requirements Review" to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

2.1 The request for a Solicitation Requirements Review is received by the department by the end of the 10th business day from the release date of the RFSQ or by **October 30, 2013**, whichever is later.

2.2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit an SOQ.

2.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

2.4 The request for a Solicitation Requirements Review asserts either that:

2.4.1 Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Prospective Contractor; or,

2.4.2 Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Prospective Contractors.

2.5 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

All Requests for a Solicitation Requirements Review should be submitted to:

Leticia Torres-Ibarra, Contracts Division Manager
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, California 90020

3.0 DISQUALIFICATION REVIEW

3.1 An SOQ may be disqualified from consideration because the County determined it was a non-responsive SOQ at any time during the review process. If the County determines that an SOQ is disqualified due to non-responsiveness, the County shall notify the Prospective Contractor in writing.

3.2 Upon receipt of the written determination of non-responsiveness, the Prospective Contractor may submit Part F, "Transmittal Form to Request a Disqualification Review" by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

3.3 A Disqualification Review shall only be granted under the following circumstances:

1. The firm/person requesting a Disqualification Review is a Prospective Contractor;

2. The request for a Disqualification Review is submitted timely; and,

3. The request for a Disqualification Review asserts that the department's determination of disqualification due to SOQ's non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.
4. Prospective Contractor has attached a detailed letter and all necessary documentation in response to each issue that was stated in the written notice of non-responsiveness.

3.4 The Disqualification Review shall be completed and the determination shall be provided to the Prospective Contractor, in writing, prior to the conclusion of the Disqualification Review process.

4.0 GRATUITIES

4.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Prospective Contractor with the implication, suggestion or statement that the Prospective Contractor's provision of the consideration may secure more favorable treatment for the Prospective Contractor in the award of the contract or that the Prospective Contractor's failure to provide such consideration may negatively affect the County's consideration of the Prospective Contractor's submission. A Prospective Contractor shall not offer or give, either directly or through an intermediary, consideration in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a contract.

4.2 Prospective Contractor Notification to County

A Prospective Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Prospective Contractor's submission being eliminated from consideration.

4.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

5.0 COUNTY RIGHTS AND RESPONSIBILITIES

5.1 The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

5.2 The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall

not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

5.3 Any contract resulting from this RFSQ is not an exclusive contract. County reserves the right to contract with other contractors or request the same or similar services of other firms.

5.4 The County has the right to award one or more contracts to one or more qualified, responsive and responsible Prospective Contractors.

5.5 The County has the right to cancel this RFSQ without awarding any contracts.

6.0 COUNTY REPRESENTATION DISCLAIMER

County is not responsible for representations made by any of its officers or employees prior to the approval of a contract by the County's Board of Supervisors unless such understanding or representation is included in this RFSQ or in subsequent addenda. County is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

7.0 COUNTY OPTION TO REJECT SOQS

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by a Prospective Contractor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ. The County also reserves the right to cancel this RFSQ, at its sole discretion, at any time prior to approval of a contract by the County's Board of Supervisors.

8.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

9.0 PROSPECTIVE CONTRACTOR DEBARMENT

9.1 Chapter 2.202 of the County Code

The Prospective Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Prospective Contractor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Prospective Contractor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Prospective Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created

by the County; 2) committed an act or omission which negatively reflects on the Prospective Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

9.2 Notice to Prospective Contractor

If there is evidence that a Prospective Contractor may be subject to debarment, the Department shall notify the Prospective Contractor in writing of the evidence, which is the basis for the proposed debarment, and shall advise the Prospective Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

9.3 Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Prospective Contractor and/or the Prospective Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Prospective Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Prospective Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

9.4 Presentation to the Board of Supervisors

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.5 Debarment that Exceeds Five Years

If a Prospective Contractor has been debarred for a period longer than five years, that Prospective Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Prospective Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

9.6 Consideration of Requests for Review of Debarment Determination

The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the Prospective Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.7 Debarment List

Registry of Debarred Contractors can be obtained by using the websites listed in Part G or Part I, Sample Contract, Section 21.10. Websites include County, State and Federal Debarred Contractors.

10.0 NOTICE TO PROSPECTIVE CONTRACTORS REGARDING THE PUBLIC RECORDS ACT

10.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as a) with respect to the recommended Prospective Contractor's SOQ, (Department) completes contract negotiations and obtains a letter from an authorized officer of the recommended Prospective Contractor that the negotiated contract is a firm offer of the recommended Prospective Contractor, which shall not be revoked by the recommended Prospective Contractor pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and b) with respect to each Prospective Contractor requesting a County Independent Review, and c) with respect to all other Prospective Contractors, DCFS recommends the recommended Prospective Contractor(s) to the Board and such recommendation appears on the Board agenda, SOQ submitted in response to this solicitation become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified as business or trade secrets, and, if by the Prospective Contractor, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

10.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record of any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Prospective Contractor must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or Proprietary" in nature.**

11.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to a contract award, all prospective contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

14.0 Transitional Job Opportunities Preference Program

14.1 In reviewing SOQs, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard coy forms, along with their application form and three most recent annual tax returns to the department with their SOQ response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

14.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a prospective contractor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

14.3 To request the Transitional Job Opportunities Preference, prospective contractor must complete the Transitional Job Opportunities Preference Application, Form 20, Statement of Qualifications Submission Packet and submit it along with all supporting documentation with their SOQ.

15.0 COUNTY'S QUALITY ASSURANCE PLAN

After Contract award and subsequent Work Order(s), the County or its agent will evaluate the Contractor's performance under the Contract and Work Order on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Work Order. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract and subsequent Work Orders will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract and/or Work Order in whole or in part, or impose other penalties as specified in the Contract.

16.0 INDEMNIFICATION AND INSURANCE

Tentatively selected Prospective Contractors shall be required to comply with the indemnification provisions contained in Part G or Part I, Sample Contract, Standard Terms and Conditions, Section 14.0. The tentatively selected Prospective Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Part G or Part I, Sample Contract, Unique Terms and Conditions, Section 6.0 prior to receiving a start work notice.

17.0 BACKGROUND AND SECURITY INVESTIGATIONS

CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all CONTRACTOR's staff and volunteers as well as all Subcontractors' staff and volunteers, prior to beginning and continuing work under any resulting Contract (see Part II, Standard Terms and Conditions, Section 8.0, Background and Security Investigations, of Sample Contract). The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR and Subcontractors whether or not the CONTRACTOR's or Subcontractor's staffs pass or fail the background and criminal clearance investigations.

18.0 CONFIDENTIALITY AND INDEPENDENT AND CONTRACTOR STATUS

As appropriate, Contractor shall be required to comply with the Confidentiality and Independent Contractor Status provisions contained in the Part G and/or Part I, Sample Master Contract.

19.0 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Prospective Contractor or have any other direct or indirect financial interest in the selection of a Contractor. Prospective Contractor shall certify that he/she is aware of

and has read Section 2.180.010 of the Los Angeles County Code as stated in Part D, Required Forms, Form 4, Certification of No Conflict of Interest.

20.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Prospective Contractor shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, Prospective Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Prospective Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Prospective Contractor who is unable to meet this requirement shall not be considered for contract award. Prospective Contractor shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part D, Statement of Qualifications Submission Packet, Form 7, along with their SOQ.

21.0 CONSIDERATION OF FORMER FOSTER YOUTH FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel, Contractor shall give consideration to qualified former foster youth. Such consideration shall be administered according to Part G and/or Part I, Sample Master Contract, Section 30.0.

22.0 FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Part K, Attachments `to Sample Master Contract, Attachment F.

23.0 JURY SERVICE PROGRAM

The Prospective Contractor is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Attachment G of Part D, Statement of Qualifications Submission Packet, and the pertinent jury service provisions of the Part G and/or Part I, Sample Contract, Section 14.0, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. <u>SOQ that fails to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.</u>

23.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees

deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

23.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; <u>and</u>, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than $500,000, <u>and</u>, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

23.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Form 16, Part D, Statement of Qualifications Submission Packet, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

24.0 PROSPECTIVE CONTRACTOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Prospective Contractor shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that

may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

25.0 PROSPECTIVE CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

25.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

25.2 All Prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Form 15 as set forth in Part D, Statement of Qualifications Submission Packet. A completed Form 15 is a required part of any agreement with the County.

25.3 Form 15, Prospective Contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement, **OR**

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts

25.4 Prospective County contractors that do not complete Form 15 or submit an inaccurate form, as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

26.0 NOTICE TO PROSPECTIVE CONTRACTORS REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The

complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Prospective Contractor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Prospective Contractor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in Statement of Qualifications Submission Packet, Form 5 of Part D, as part of their SOQ.

27.0 RECYCLED CONTENT PAPER

Prospective Contractor shall be required to comply with the County's policy on recycled content paper as specified in Part G and/or Part I, Sample Master Contract, Section 47.0.

28.0 SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment H of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

29.0 SUBCONTRACTING

Contractor shall not subcontract any tasks of this contract. Any attempt by Contractor to subcontract performance of any terms of the Contract, in whole or in part, shall constitute a breach of the terms of the Contract.

30.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Attachment O, and the pertinent provisions of the Sample Master Contract, Part G and/or Part I, Sub-section 25.1 and 25.2, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Prospective Contractors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of

Compliance with The County's Defaulted Property Tax Reduction Program, Form 17 in Part D – Statement of Qualifications Submission Packet. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

PART C - INSTRUCTIONS TO PROSPECTIVE CONTRACTORS

1.0 LANGUAGE

Everything constituting the SOQ and all documents submitted in connection with this SOQ shall be written in English.

2.0 SOQ PACKAGE FORMATTING REQUIREMENTS

The objective of the SOQ Package submission is for DCFS to determine the level at which the Prospective Contractor is able to provide the required services. All SOQ Packages must be submitted in the prescribed format. Any SOQ Package that deviates from the format may be rejected without review at the County's sole discretion.

2.1 In preparing the written SOQ Package, the content and sequence of the SOQ Package must be as follows:

2.1.1 The SOQ must be in a three-ring binder and submitted in the prescribed format below:

- A complete original SOQ and two copies must be submitted for each contract the Prospective Contractor is attempting to qualify for.

- Two copies of the Prospective Contractor's Plan of Operation must also be submitted with SOQ submissions for the THP+FC Contract.

- One complete original SOQ and **two** copies must be typewritten or word-processed on 8-1/2" X 11" white bond paper.

- The SOQ and copies must be securely bound in three-ring binders. Copies of the Plan of Operation must also be securely bound in three-ring binders. SOQs that are paper-clipped, stapled, or rubber-banded may be rejected at the County's sole discretion.

- The SOQ and copies' cover binders must state the title of the RFSQ, Contract Request number and the name of your organization.

- The original SOQ cover must clearly state "Original." Copies must also be marked with the appropriate copy number on the front of the binder cover.

- Copies of the Plan of Operation must be marked with the appropriate copy number on the front of the binder cover.

- Each page must be clearly and consecutively numbered, including all attachments/exhibits.

- Each section must be specifically labeled with tab inserts and in the order indicated in subsection 2.4 below.

2.2 A Sample Master Contract is provided as Part G and/or Part I for your information and review. Prospective Contractors shall **NOT** complete or submit the Sample Contract with their SOQ.

2.3 County is not responsible for any costs or other liabilities associated with the preparation, delivery, or submission of any SOQ in response to this RFSQ.

2.4 Prospective Contractor must provide evidence that it is a responsible contractor and can finance and provide the services required under the proposed contract. Prospective Contractor shall include all required forms, documents and attachments/exhibits with its sealed SOQ (RFSQ includes the required forms). The contents and sequence of which must be as follows:

2.4.1 Section A of the SOQ shall include the Transmittal Letter and Table of Contents. These documents shall be completed by Prospective Contractor and submitted in the order specified below.

2.4.1.1 Transmittal Letter

The SOQ must contain a transmittal letter that is no more than eight pages, single-sided, and typed/printed that includes the following in the order listed:

- Title of RFSQ and date;
- The Prospective Contractor's name as indicated in Part D, Form 1 of the RFSQ;
- A brief introduction of the Prospective Contractor and its organization;
- A brief summary of the experience of the Prospective Contractor;
- An explanation as to how Prospective Contractor meets or exceeds the requirements set forth in Part A, Overview of this RFSQ, Section 6.0, Minimum Mandatory Requirements;
- The transmittal letter must bear the signatures of the two (2) individuals authorized to sign on behalf of the Prospective Contractor (name, title, and signature) and bind the applicant in a Contract. Both persons signing this form shall be recognized as the Prospective Contractor's contact for any communication between the County and the Prospective Contractor; and
- Prospective Contractor's legal name, address, telephone and facsimile numbers and the number of years Prospective Contractor has been in business under the present business name, as well as prior business names.

2.4.1.2 Table of Contents (shall immediately follow Transmittal Letter)

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

2.4.1.3 Prospective Contractor's Organization Questionnaire (Form 1)

The Prospective Contractor's Organization Questionnaire, Form 1, requires that specific information be provided so that COUNTY can determine the legal name, status, and compliance of all Minimum Qualifications of Prospective Contractor's organization. See Part A, Overview, Section 6.0, Minimum Mandatory Requirements.

2.4.1.4 Service Delivery Sites (Form 2)

Prospective Contractor shall submit Form 2, Service Delivery Sites, listing Prospective Contractor's office locations. This form shall indicate the legal corporation name for the agency's administrative office <u>and</u> list each facility site location that Prospective Contractor will be using for this SOQ.

2.4.1.5 List of Current Members of Board of Directors and Other Agencies (Form 3)

As the title suggests, Form 3, List of Current Members of Board of Directors and Other Agencies, requires that Prospective Contractor list the members of its board and indicate other organizations that each board member is currently a member of, if any.

2.4.1.6 Certification of No Conflict of Interest (Form 4)

Prospective Contractor must certify that Prospective Contractor has no representatives or employees who are within the purview of County Code Section 2.180.010.

2.4.1.7 Familiarity with the COUNTY Lobbyist Ordinance Certification (Form 5)

Prospective Contractor must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Prospective Contractor have and will comply with the ordinance during the RFSQ process.

2.4.1.8 Certification of Ownership and Financial Interest (Form 6), which declares Prospective Contractor's controlling and/or financial interest in any other business or organization, as well

as controlling interest by any other person or organization in Prospective Contractor's organization.

2.4.1.9 Attestation of Willingness to Consider GAIN/GROW Participants (Form 7)

Prospective Contractor must complete and submit this form with its SOQ.

2.4.1.10 Certification of Fiscal Compliance (Form 8) certifying compliance with accepted accounting procedures

2.4.1.11 List of Prospective Contractor's Commitments (Form 9)

Prospective Contractor must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the Prospective Contractor's ability to perform the contract. Prospective Contractor shall indicate on this form if it has no such commitments.

2.4.1.12 Prospective Contractor List of Contracts (Form 10)

The listing must include all contracts (active/completed) for the last three years, showing year, type of services, dollar amount of services provided, location and contracting agency.

2.4.1.13 Prospective Contractor List of Terminated Contracts (Form 11)

The listing must include all contracts terminated within the past three years with a reason for termination, including details of any failure or refusal of Prospective Contractor to complete a contract.

2.4.1.14 Involvement in Litigation and/or Contract Compliance Difficulties (Form 12)

Prospective Contractor must include details of any failure or refusal to complete a contract and identify by name, case and court jurisdiction any pending litigation in which Prospective Contractor is involved, or judgments against Prospective Contractor within the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Prospective Contractor or its principals. If none, include a statement to that effect.

2.4.1.15 Offer to Perform and Acceptance of all Terms and Conditions (Form 13)

Prospective Contractor must complete and sign the Offer to Perform and Acceptance of all Terms and Conditions.

2.4.1.16 Contractor's Equal Employment Opportunity (EEO) Certification (Form 14)

Prospective Contractor must comply with EEO laws, regulations and policies. Complete Form 14 and submit with SOQ.

2.4.1.17 Charitable Contributions Certification (Form 15)

The Prospective Contractor who is register as a 501(c) (3) nonprofit corporation with the IRS shall complete and submit Form 15. Prospective Contractor shall state its charitable contribution status per the Nonprofit Integrity Act.

2.4.1.18 Jury Service Program and Application for Exception and Certification (Form 16)

Prospective Contractor must complete and submit Form 16 with SOQ. If Prospective Contractor is requesting an exception from this program, submit all necessary documents to support the request.

2.4.1.19 Certification of Compliance with the County's Defaulted Property Tax Reduction Program (Form 17)

Prospective Contractor must complete, date and sign this form and submit Form 17 with SOQ.

SOQs that fail to comply with the certification requirements of the Defaulted Tax program will be considered non-responsive and excluded from further consideration.

2.4.1.20 Certification of Compliance with Child, Spousal, and Family Support Orders (Form 18)

Prospective Contractor must complete, date and sign this form and submit Form 18 with SOQ.

SOQs that fail to comply with the certification requirements of Child, Spousal and Family Support Orders will be considered non-responsive and excluded from further consideration.

2.4.1.21 Certification of Compliance with all Federal and State Employment Reporting Requirements (Form 19)

Prospective Contractor must complete, date and sign this form and submit Form 19 with SOQ.

SOQs that fail to comply with the certification requirements of the Employment Reporting Requirements will be considered non-responsive and excluded from further consideration.

2.4.2 Section B – Budget

2.4.2.1 Line Item Budget

2.4.2.1.1 Prospective Contractor must provide a detailed budget in accordance with the rate established in this RFSQ. The budget shall be segregated into direct and indirect costs and profit for the Prospective Contractor.

2.4.2.1.2 It is the Prospective Contractor's responsibility to include all necessary line items (cost elements) in the budget. The budget shall include, but is not limited to: personnel (classification/payroll title), hourly wage, employee benefits (paid vacation, sick time, holiday, etc.), equipment needs, vehicles (including purchases, maintenance, fuel, and repairs), supplies, administrative costs, profit, etc.

2.4.2.1.3 A budget narrative must be attached to the budget providing a thorough and clear explanation of all projected line items and its budget costs. The narrative must follow the same sequence as the line item budget, and include a brief explanation of the costs. The budget and budget narrative will be made a part of the Contract with the selected Prospective Contractor.

2.4.3 Section C – Required Documents and Attachments.

Prospective Contractor must submit the Required Documents and Attachments listed below. The completed attachments and Required Documents will be made a part of the contract with selected Prospective Contractors.

2.4.3.1 Contractor Acknowledgement and Confidentiality Agreement (Attachment C-1)

Prospective Contractor shall sign "Contractor's Acknowledgment and Confidentiality Agreement" acknowledging and accepting the confidentiality requirements set forth by the County.

2.4.3.2 Contractor's Administration (Attachment I)

Prospective Contractor must complete, date and sign this form and place it as the first form following the Table of Contents.

2.4.3.3 Prospective Contractor's Articles of Incorporation with any and all addenda.

2.4.3.4 Certified copy of Prospective Contractor's current Statement of Information from the California Secretary of State that includes a red or blue stamp.

2.4.3.5 Nonprofit corporations must also submit the following. Prospective Contractor's name and address shall match the name and address on the prospective Contractor's IRS and FTB non-profit determination letters.

2.4.3.5.1 Exempt Organization Determination Letter from the Internal Revenue Service (IRS) indicating recognition of Prospective Contractor's tax-exempt status (non-profit corporation) under Section 501(c)(3) of the Tax Code.

2.4.3.5.2 Determination of Exemption Letter from the State of California Franchise Tax Board (FTB) indicating recognition of Prospective Contractor's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701.

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.

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

2.4.3.7 Proof of Insurability

2.4.3.7.1 Prospective Contractor must provide "Proof of Insurability", indicating that it meets all insurance requirements set forth in Part G and/or Part I, Section 6.1, General Insurance Requirements and Section 6.2, Insurance Coverage Requirements of the Sample Master Contract.

2.4.3.7.2 If Prospective Contractor currently has the required insurance coverage for another County program service, a copy of that Certificate of Insurance may be submitted with its SOQ. However, if selected and awarded a Contract under this RFSQ, Prospective Contractor will be contacted to provide a certificate of insurance naming this program service.

2.4.3.7.3 If Prospective Contractor does not currently have the required insurance coverage, he/she may submit with the SOQ a letter from a qualified insurance carrier indicating a willingness to provide Prospective Contractor the required coverage should it be selected to receive a Contract award. In conjunction with the letter of certification, Prospective Contractor shall provide, upon County's request, copies of Prospective Contractor's current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.

2.4.3.7.4 Letters of Intent from insurance brokers **will not** be considered acceptable substitutes.

2.4.3.7.5 Services cannot be provided until all insurance requirements of this RFSQ are met.

2.4.3.8 Prospective Contractor's current policy for receiving, investigating and responding to user complaints.

Prospective Contractor must include the organization's current policy and operational procedures for receiving, investigating and responding to complaints.

2.4.3.9 Board of Directors' Resolution

Prospective Contractor shall submit a signed Board of Director's Resolution. See Part D, Statement of Qualifications Submission. The Board of Directors' Resolution must be on the Prospective Contractor's letterhead.

2.4.3.10 Prospective Contractor's Organizational Chart

Prospective Contractor shall submit an organizational chart with names of employees that is inclusive of executives, Prospective Contractor's Program Manager, and staff anticipated to work on

this contract. Prospective Contractor shall include copies of job descriptions and resumes for each staff position anticipated to work under the Contract. In addition, Prospective Contractor shall attach copies of all supporting documents (e.g., Licenses, Degrees, and Diplomas, etc.).

2.4.4 Section D – Last Page of SOQ.

The last page of the SOQ must bear the signatures of the two (2) individuals authorized to sign on behalf of the Prospective Contractor (name, title, and signature) and bind the applicant in a Contract.

3.0 SOQ SUBMISSION – SOQ PACKET CONTENT

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

3.1 The closing date and time for SOQ submission is Monday, January 6, 2014 at 12:00 P.M. It is the sole responsibility of the Prospective Contractor to ensure that its SOQ is received before the submission deadline. Prospective Contractor shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail or other courier service. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All SOQs must be submitted and date stamped in Room 400 by the submission deadline of 12:00 noon on January 6, 2014. SOQs not received in Room 400, and date stamped by 12:00 noon on January 6, 2014, will not be accepted. Ensure that you allow time to find parking and to sign in at the reception desk on the First Floor. Being in the Building or at the Reception Desk at the submission deadline will result in the submission not being accepted.

3.2 All SOQs shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit SOQs.

3.3 An original and two copies of the SOQ shall be submitted for each contract attempting to qualify for; enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Prospective Contractor and bear the words:

"TRANSITIONAL HOUSING PLACEMENT PROGRAM" AND
"TRANSITIONAL HOUSING PLACEMENT PLUS – FOSTER CARE" SERVICES
CMS # 13-001
(Indicate SPA number submitting for)

3.2 Two copies of the Plan of Operation must also be submitted enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Prospective Contractor.

3.3 The SOQ and any related information shall be delivered or mailed to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
RFSQ Number: CMS 13-001
Attn: Kimberly A. Foster, Section Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

3.4 Prospective Contractor agrees to provide the County with an explanation of any information provided in its SOQ, which the County, in its sole discretion, may deem necessary for an accurate determination of the Prospective Contractor's qualifications to perform the required service.

3.5 Prospective Contractor must respond only to the RFSQ as it is written including any written addenda discussed in Part C, Section 3.6 below. Prospective Contractor is not to attach any documentation, which is not required or requested under this RFSQ. Failure to adhere to the specifications contained in this RFSQ may be cause for point deductions.

3.6 Any change to this RFSQ will be made by written addendum, which will be sent to each Prospective Contractor which County records indicate has received this RFSQ. Such addendum will become a part of the RFSQ. The County reserves the right to issue more than one addendum. The County is not responsible for any other explanation or interpretation. Should any addendum set forth additional requirement(s), a SOQ's failure to address the requirement(s) of such addendum may result in the rejection of the SOQ, as determined in the sole discretion of the County.

4.0 PRECAUTIONS REGARDING SOQ SUBMISSION

4.1 Any SOQ that deviates from the format and/or the submission procedure may be disqualification.

4.2 Failure to submit the correct number of copies by the required time and date may be cause for disqualification.

4.3 Prospective Contractor may be disqualified if on any previous Contract(s) with the County it has either: 1) defaulted on performance; or 2) failed to effectively complete performance on schedule.

5.0 SOQ WITHDRAWALS

Until the SOQ submission deadline, errors in SOQs may be corrected by a request in writing to withdraw the SOQ and by submission of another set of SOQs with the mistakes corrected. Corrections will not be accepted once the deadline for submission of SOQs has passed.

PART D - STATEMENT OF QUALIFICATIONS SUBMISSION PACKET

PART D - STATEMENT OF QUALIFICATIONS SUBMISSION PACKET

Section A - Prospective Contractor Qualifications and Required Forms	
	Transmittal Letter
	Table of Contents
Form 1	Prospective Contractor's Organization Questionnaire/Affidavit
Form 2	Service Delivery Sites
Form 3	List of Current Members of Board of Directors and Other Agencies
Form 4	Certification of "No Conflict of Interest"
Form 5	Familiarity with the County Lobbyist Ordinance Certification
Form 6	Certification of Ownership and Financial Interest
Form 7	Attestation of Willingness to Consider GAIN/GROW Participants
Form 8	Certification of Fiscal Compliance
Form 9	List of Commitments
Form 10	Prospective Contractor List of Contracts
Form 11	Prospective Contractor List of Terminated Contracts
Form 12	Contractor's Involvement in Litigation and/or Contract Compliance Difficulties
Form 13	Offer to Perform and Acceptance of Terms and Conditions
Form 14	Contractor's Equal Employment Opportunity (EEO) Certification
Form 15	Charitable Contributions Certification
Form 16	Contractor Employee Jury Service Program Application for Exception and Certification Form
Form 17	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Form 18	Contractor's Certification of Compliance with Child, Spousal and Family Support
Form 19	Contractor's Certificate of Compliance with all Federal and State Employment Reporting Requirements
Form 20	Transitional Job Opportunities Preference Application
Section B - Budget	
	Line Item Budget
	Budget Narrative

Section C – Required Documents and Attachments	
Attachment C-1	Contractor Acknowledgement and Confidentiality Agreement
Attachment I	Contractor's Administration
	Articles of Incorporation
	Secretary of State Filings - Statement of Information
	Exempt Organization Determination Letter from the Internal Revenue Service
	Determination of Exemption Letter from the State of California Franchise Tax Board
	Audited Financial Statements
	Proof of Insurability
	Contractor's Policy for Receiving, Investigation and Responding to User Complaints
	Board of Director's Resolution
	Organizational Chart
Section D – Last Page of SOQ	
	Last Page of SOQ

Section A

PROSPECTIVE CONTRACTOR'S QUALIFICATIONS AND REQUIRED FORMS

PROSPECTIVE CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in a Contract.

THIS STATEMENT OF QUALIFICATION IS BEING SUBMITTED FOR THE FOLLOWING:

(PLEASE INDICATE ONE OR BOTH PROGRAMS)

☐ **TRANSITIONAL HOUSING PLACEMENT PROGRAM**

☐ **TRANSITIONAL HOUSING PLACEMENT PLUS – FOSTER CARE**

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of Incorporation:

   _____ _____ _____
   Name State Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

   _____

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? _____ If yes,

   Name of parent firm: _____

   State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

   _____

   _____

Contractor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Overview, Section 6.0, Minimum Qualifications, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

☐ **Yes**	☐ **No**	Section 6.1	Four (4) years experience, within the last seven (7) years as Transitional Housing provider or four year experience providing Case Management services to transition-aged youth. Experience shall include provision of educational and employment support services to youth equivalent or similar to services identified in THPP/THP+FC SOW.
☐ **Yes**	☐ **No**	Section 6.2	Submitted CDSS CCLD license to operate a THPP
☐ **Yes**	☐ **No**	Section 6.2	Submitted CDSS CCLD license to operate a THP+FC
☐ **Yes**	☐ **No**	Section 6.3	Rate Notification Letter from CDSS Foster Care Rates Bureau THPP
☐ **Yes**	☐ **No**	Section 6.3	Rate Notification Letter from CDSS Foster Care Rates Bureau THP+FC
☐ **Yes**	☐ **No**	Section 6.4	Submitted Non-profit determination letter from Internal Revenue Service
☐ **Yes**	☐ **No**	Section 6.5	Submitted Non-profit determination letter from Franchise Tax Board
☐ **Yes**	☐ **No**	Section 6.6	Submitted Certified Statement of Information from Secretary of State
☐ **Yes**	☐ **No**	Section 6.7	Submitted Certificate of Status from Secretary of State
☐ **Yes**	☐ **No**	Section 6.8	Prospective Contractor shall have been in “Good Standing” with DCFS, Probation, CDSS CCLD and other counties within the State of California for the past 24 months.
☐ **Yes**	☐ **No**	Section 6.9	Prospective Contractor shall not have been in a “Do Not Refer”, “Do Not Use” status with the DCFS, Probation, CDSS CCLD and other counties within the State of California.

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his judgment shall be final.

Contractor Name:

_____

Address:

_____

_____

E-mail address: _____ Telephone Number: _____

Fax Number: _____

On behalf of _____ (Contractor name), I _____ (Name of Contractor's authorized representative), certify that the information contained in this Contractor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

_____	_____
Signature	Internal Revenue Service Employer Identification Number
_____	_____
Title	California Business License Number
_____	_____
Date	County WebVen Number

SERVICE DELIVERY SITES
TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)

THPP (AGENCY)

AGENCY NAME	AGENCY ADDRESS	AGENCY CONTACT PERSON	TELEPHONE AND FAX NUMBERS
			P: ( )
			F: ( )

THPP SERVICE SITE(S) (FACILITY)

FACILITY Name	FACILITY Address	FACILITY Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )
			P: ( )
			F: ( )
			P: ( )
			F: ( )

(Please make additional copies of this form if necessary)

SERVICE DELIVERY SITES

TRANSITIONAL HOUSING PLACEMENT PLUS FOSTER CARE (THP+FC)

THP+FC (AGENCY)

AGENCY NAME	AGENCY ADDRESS	AGENCY CONTACT PERSON	TELEPHONE AND FAX NUMBERS
			P: ( )
			F: ( )

THP+FC SERVICE SITE(S) (FACILITY)

FACILITY Name	FACILITY Address	FACILITY Contact Person	Phone (P) / Fax (F)
			P: ( )
			F: ( )
			P: ( )
			F: ( )
			P: ( )
			F: ( )

(Please make additional copies of this form if necessary)

LIST NAMES OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES

Legal Name of Agency: _____

NAME	BUSINESS ADDRESS	PHONE (P): FAX (F):	E-mail	OTHER AGENCIES *
		P: ( ) F: ( )		
		P: ( ) F: ( )		
		P: ( ) F: ( )		
		P: ( ) F: ( )		

*List the name of any other agency that the Board Member also serves on. (Please make additional copies of this form is necessary)

I declare under penalty of perjury that the foregoing is true and correct.

_____

Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

_____

Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

_____

Date

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any proposals submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such a contract:

1. Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in Subsection 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding twelve (12) months came within the provisions of Subsection 1 and who;

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract, or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees described in Subsection C serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

_____
Contractor Name

_____
Print Name and Title of Person authorized to bind Contractor in a Contract with the County

_____
Authorized Signature of Person authorized to bind Contractor in a Contract with the County

_____
Date

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles County Code Chapter 2.160;

2) that all persons acting on behalf of the Contractor organization have and will comply with it during the proposal process; and

3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

_____

Contractor Name:

_____

Print Name and Title of Person authorized to bind Contractor in a Contract with the County

_____

Authorized Signature of Person authorized to bind Contractor in a Contract with the County

_____

Date

CONTRACTOR'S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Prospective Contractor must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes_____ No_____
If yes, provide name of organization or person and the following information:

_____ _____
Print Name and Title Address

_____ _____
Telephone Number Contact Person

I declare under penalty of perjury that that the foregoing Firm/Organization information is true and correct.

_____
Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

_____
Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

_____
Date

Prospective Contractor must declare whether it has Financial Interest in any other business.

Yes_____ No_____
If yes, provide name of business:

_____ _____
Print Legal Name of Business Address

_____ _____
Telephone Number Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

_____
Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

_____
Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

_____
Date

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Contractor shall complete, sign, and return with their Statement of Qualifications this form. Contractors who are unable to meet this requirement shall not be considered for a contract award.

Contractor shall complete all of the following information, sign where indicated, and return this form with their Statement of Qualifications:

A. Contractor has a proven record of hiring GAIN/GROW Participants.

[ ] YES (Subject to verification by County) **[ ]** NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

[ ] YES **[ ]** NO

If YES, state the name and telephone number of the person whom the County may contact to refer GAIN/GROW Participants:

Name: _____ Telephone No.: _____

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.

[ ] YES **[ ]** NO **[ ]** N/A (program not available)

Contractor Name: _____

_____
PRINT NAME AND TITLE OF PERSON AUTHORIZED TO BIND CONTRACTOR IN A CONTRACT WITH THE COUNTY

_____
AUTHORIZED SIGNATURE OF PERSON AUTHORIZED TO BIND CONTRACTOR IN A CONTRACT WITH THE COUNTY

Date: _____

Tel. #: _____ Fax #: _____

CERTIFICATION OF FISCAL COMPLIANCE

The undersigned hereby affirms that the Contractor utilizes commonly accepted accounting procedures and maintains internal controls and procedures necessary for the monitoring of any resultant contract award. A copy of the Contractor's last two (2) independent financial auditor's report and financial statements plus all management letters or reports on internal accounting procedures are included in the SOQ.

If there have been any failures or refusals by the undersigned to complete any previous contract(s) or grant(s) or there has been performance at a level below that required by the contract resulting in unexpended contract funds, information disclosing such failures is provided in this proposal.

_____

Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

_____

Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

_____

Date

LIST OF COMMITMENTS

_____
Legal Name of Agency

❒ Yes, there are commitments (please list below).

❒ No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	**AMOUNT**	**TIME PERIOD**	**TYPE OF COMMITMENT**

I declare under penalty of perjury that the foregoing is true and correct.

_____
Print Name and Title of Principal Owner, an officer, or manager authorized to bind Contractor in a Contract with the County

_____
Authorized Signature of Principal Owner, an officer, or manager authorized to bind Contractor in a Contract with the County

_____
Date

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

CONTRACTOR'S NAME: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

CONTRACTOR'S NAME: _____

List all contracts that have been terminated within the past three (3) years.

1. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
2. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
3. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
4. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
5. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			

INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

_____
(Legal Name of Agency)

Please answer "YES" or "NO" to the following questions. If a "YES" answer is marked, please attach a separate sheet and explain fully the circumstances and include discussion of the potential impact on the Contractor's ability to perform the contract's services, if any. The County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to declare the contract void if false or incorrect information is submitted by the Contractor.

a.	Has the Prospective Contractor been involved in any litigation? Please include past and present litigation.	YES [ ]	NO [ ]
b.	Has anyone on the Board of Directors, or employed by the Prospective Contractor as a CEO, President, Executive Director, or other Administrative Officer currently, or within the past seven (7) years, been involved in litigation related to the administration and operation of the Prospective Contractor's business as a Transitional Housing provider?	YES [ ]	NO [ ]
c.	Are any of the Prospective Contractor's staff members unable to be bonded?	YES [ ]	NO [ ]
d.	Have there been unfavorable rulings by any Government funding source against the Prospective Contractor for improper activities / conduct or contract compliance deficiencies?	YES [ ]	NO [ ]
e.	Has the Prospective Contractor or any members of its Board of Directors or employees ever had public or foundation funds withheld?	YES [ ]	NO [ ]
f.	Has the Prospective Contractor or any Board members, or employees refuse to participate in any fiscal audit or review requested by a government agency or funding source?	YES [ ]	NO [ ]
g.	Has the Prospective Contractor or any Board members, or Employees been involved in any litigation involving the prospective Contractor or any principal officers thereof, in connection with any Contract within the past seven (7) years?	YES [ ]	NO [ ]

EXPLANATION: (Please use a separate sheet of paper to detail any question answered Yes. Please label each page with the question that was answered with a Yes. You may submit additional pages as required.)

_____
Print Name and Title of Person authorized to bind Contractor in a Contract with the County

_____
Authorized Signature of Person authorized to bind Contractor in a Contract with the County

OFFER TO PERFORM AND ACCEPTANCE OF TERMS AND CONDITIONS

_____ (Contractor's Legal Name) hereby offers to perform Foster Care services under all the terms and conditions specified in the Master Contract and attached Exhibits included therein.

_____

Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

_____

Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

_____

Date

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

_____
Contractor's Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

1.	The CONTRACTOR has written policy statement prohibiting discrimination in all phases of employment.	YES **[ ]**	NO **[ ]**
2.	The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.	YES **[ ]**	NO **[ ]**
3.	The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.	YES **[ ]**	NO **[ ]**
4.	Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals and/or time tables.	YES **[ ]**	NO **[ ]**

_____
Print Name and Title of Person authorized to bind Contractor in a Contract with the County

_____
Authorized Signature of Person authorized to bind Contractor in a Contract with the County

_____
Date

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____
Print Name and Title of Person authorized to bind Contractor in a Contract with the County

_____
Authorized Signature of Person authorized to bind Contractor in a Contract with the County

_____
Date

FORM 16

COUNTY OF LOS ANGLES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or Prospective Contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Prospective Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

FORM 18

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH CHILD, SPOUSAL, AND FAMILY SUPPORT ORDERS

_____do hereby certify that our
(Name of Prospective Contractor)

organization complies with all orders for Child, Spousal, and Family Support and we have complied with all lawfully served wage assignments and notices of assignment.

We understand that failure to implement lawfully served wage assignments or notices of assignment will constitute a default under the contract, which shall subject the contract to termination if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

_____
Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County

_____
Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County

_____
Date

FORM 19

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH ALL FEDERAL AND STATE EMPLOYMENT REPORTING REQUIREMENTS

_____do hereby certify that our
(Name of Prospective Contractor)

organization complies with all Federal and State reporting requirements related to Employment Reporting Requirements for our employees.

We understand that failure to comply with Employment Reporting Requirements will constitute a default under the contract, which shall subject the contract to termination if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

_____
Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County

_____
Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County

_____
Date

FORM 20

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code – Section 501(c)(3) and has been such for three (3) years (attach IRS Determination Letter);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

Section B

Line Item Budget and Narrative

Section C

Required Documents and Attachments

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NUMBER: _____

CONTRACTOR'S ADMINISTRATION:

Name: _____

Title: _____

Address: _____

Telephone: _____ **Fax:** _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____ **Fax:** _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____ **Fax:** _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

_____

_____

Section D

Last Page of SOQ

LAST PAGE OF SOQ

The last page of the SOQ must list names of all joint ventures, partners, subcontractors or others having any right or interest in the contract or the proceeds thereof. The page must include the signature of the two persons authorized to submit this SOQ and bind the Prospective Contractor in a Contract:

Respectfully submitted,

_____
(Prospective Contractor's Legal Name)

By _____
(Signature)

Print Name _____

Title _____
(Chairman of the Board, President or Vice President)

By _____
(Signature)

Print Name _____

Title _____
(Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

Los Angeles, California

Date _____

Address _____

_____

City _____

State: _____ Zip Code _____

Telephone _____ Fax _____

Federal Tax Identification Number _____

PART E - SELECTION PROCESS AND EVALUATION CRITERIA

1.0 SELECTION PROCESS

The selection process consists of a detailed review by qualified County staff. The review process will include the following: 1) Pass or Fail determination of the Prospective Contractor's minimum qualifications as set forth in Part A, Overview, Section 6:0, Minimum Mandatory Requirements; 2) Required Forms/Documents, all forms and documents listed in Part D, SOQ Submission Packet shall be reviewed for submission and/or compliance; 3) Evaluation of adherence to the SOQ format and instructions listed in Part C, Instructions to Prospective Contractors.

2.0 MINIMUM QUALIFICATIONS REVIEW

County shall review the Prospective Contractor's Organization Questionnaire/Affidavit – Required Form 1 of Part D, Required Forms, and determine if the Prospective Contractor meets the mandatory minimum requirements as outlined in the Part A, Overview, Section 6.0, Minimum Mandatory Requirements. Failure of the Prospective Contractor to meet the mandatory minimum requirements will eliminate its submittal from any further consideration.

3.0 DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY

3.1 Determination of Prospective Contractor Responsiveness

3.1.1 Pursuant to Section 23-601.25 of the California Department of Social Services (CDSS) Manual of Policies and Procedures, a "Responsive Prospective Contractor" means one whose SOQ complies with all requirements of this RFSQ.

3.1.2 County will review and evaluate each SOQ to determine if the Prospective Contractor complies with the requirements of this RFSQ. Any Prospective Contractor who does not meet the minimum qualifications may be disqualified and their SOQs eliminated from any further consideration.

3.1.3 County will evaluate each SOQ received to determine if the Prospective Contractor complies with the requirements of this RFSQ, including format and submission requirements set forth in PART C of the RFSQ. The County, at its sole discretion, may accept SOQs that substantially comply with the requirements of this RFSQ.

3.2 Determination of Prospective Contractor Responsibility

3.2.1 Pursuant to Section 23-601.24 of the CDSS Manual of Policies and Procedures, a "Responsible Prospective Contractor" means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; 2) Has the ability to comply with the proposed delivery or performance schedule

taking into consideration available expertise and any existing business commitments; 3) Has no record of unsatisfactory performance, lack of integrity or poor business ethics, and 4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

3.2.2 Pursuant to Chapter 2.202 of the County Code, a responsible prospective contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

3.2.2.1 County will determine whether the prospective contractor is responsible based, in part, on review of the prospective contractor's performance on any contracts, including but not limited to County contracts.

3.2.2.2 County will review all information provided in the SOQs, including, but not limited to: 1) information provided on Form 10, Prospective Contractor's List of Contracts; 2) information provided on Form 12, Involvement in Litigation and/or Contract Compliance Difficulties; and 3) all available records to determine if a Prospective Contractor has the ability to comply with the proposed delivery or performance schedule specified in Part H and/or Part J, Statement of Work.

3.2.2.3 County will review information submitted in SOQs to determine whether a Prospective Contractor has any record of unsatisfactory performance, lack of integrity, poor business ethics, or is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

3.2.3 Non-responsible Prospective Contractor

County may declare a Prospective Contractor to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Prospective Contractor has done any of the following: 1) violated a term or condition of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the prospective contractor's quality, fitness or capacity to perform a contract with the County, and any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

4.0 SOQ EVALUATION

4.1 SOQs that comply with the requirements of this RFSQ, as specified in Part A, Section 6.0, Minimum Qualifications, will be evaluated based on the criteria listed below.

4.1.1 Review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts.

4.1.2 A Review will be conducted to determine the significance of any litigation or judgments pending against the Prospective Contractor as provided in Part C, Section 2.4.1.22 of the SOQ.

4.2 Financial Capability

COUNTY staff will review the financial information submitted in Part D, Sections B and C of the SOQ to determine the financial capability of Prospective Contractor. Evaluation may include the use of financial ratios for aiding in the determination of financial health.

4.3 Required Forms

All required forms must be included in the SOQ as specified in Part C, Instructions to Prospective Contractors, Section 2.0, SOQ Package Formatting Requirements of SOQ.

5.0 FORMAL APPROVAL OF CONTRACT

5.1 County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, and that do not affect the basis of the contract award.

5.2 The County will recommend the contract award to the Board of Supervisors for its consideration and approval.

5.3 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the Prospective Contractor(s), which by law must exercise its judgment and discretion concerning the selection of SOQs and the terms of any resultant Contracts.

5.4 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a SOQ and the terms of any resultant contract, and to determine which SOQ(s) best serve(s) the interests of the County.

5.5 The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract that has been recommended by the department.

5.6 Acceptance or recommendation of a SOQ does not constitute formation of a contract. A contract can be created only by formal approval by the Board of Supervisors and executed according to law.

6.0 SELECTION PROCESS DISCLAIMER

6.1 The County reserves the sole right to judge the contents of the SOQs submitted pursuant to this RFSQ and to review, evaluate, and select the successful SOQs.

6.2 County reserves the right to waive, at its sole discretion, any inconsequential disparity or disparities in a submitted SOQ.

6.3 The failure of a Prospective Contractor to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.

PART F – PROTEST POLICY TRANSMITTAL FORMS

TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantage for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Vendor:_____

TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

A Request for a Disqualification Review must be received by the County by the date specified in the Non-Responsive Letter

Vendor Name:	Date of Request:
Project Title:	Project No.

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the **date specified in the Non-Responsive Letter.**

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

_____

_____

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Request Due:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor: _____

PART G

TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NAME OF AGENCY

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

JANUARY 2015

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT

TABLE OF CONTENTS

Section Number and Title Page

PART I: UNIQUE TERMS AND CONDITIONS 2
1.0 APPLICABLE DOCUMENTS 2
2.0 DEFINITIONS 2
3.0 FUNDING FOR THE CONTRACT 8
4.0 TERM 8
5.0 CONTRACT SUM 9
6.0 INSURANCE REQUIREMENTS 10
7.0 INVOICES AND PAYMENTS 15
8.0 BACKGROUND AND SECURITY INVESTIGATIONS 21
9.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS 22
10.0 CONTRACTOR'S STAFF IDENTIFICATION 24
11.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM 24
12.0 USE OF FUNDS 25
13.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN 27
14.0 INDEMNIFICATION 30
15.0 FINANCIAL REPORTING 30
16.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS 31

PART II: STANDARD TERMS AND CONDITIONS 33
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR 33
2.0 ADMINISTRATION OF CONTRACT – COUNTY 33
3.0 AMERICANS WITH DISABILITIES ACT (ADA) 34
4.0 ASSIGNMENT AND DELEGATION 34
5.0 AUTHORIZATION WARRANTY 35
6.0 BUDGET REDUCTION 35
7.0 CHANGES AND AMENDMENTS 35
8.0 CHILD ABUSE PREVENTION REPORTING 36
9.0 CHILD SUPPORT COMPLIANCE PROGRAM 37
10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM 38
11.0 COMPLAINTS 38
12.0 COMPLIANCE WITH APPLICABLE LAWS 38
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS 40
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM 40
15.0 CONDUCT OF PROGRAM 41
16.0 CONFLICT OF INTEREST 42
17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT 42

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST 43
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING 43
20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD) 43
21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT 43
22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE 45
23.0 CONTRACTOR'S WORK 46
24.0 COUNTY'S QUALITY ASSURANCE PLAN 46
25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM 46
26.0 EMPLOYEE BENEFITS AND TAXES 46
27.0 EMPLOYMENT ELIGIBILITY VERIFICATION 47
28.0 EVENTS OF DEFAULT 47
29.0 FAIR LABOR STANDARDS 48
30.0 FORMER FOSTER YOUTH CONSIDERATION 48
31.0 GOVERNING LAW, JURISDICTION, AND VENUE 49
32.0 INDEPENDENT CONTRACTOR STATUS 49
33.0 LIQUIDATED DAMAGES 49
34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN 51
35.0 MOST FAVORED PUBLIC ENTITY 49
36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION 52
37.0 NON EXCLUSIVITY 53
38.0 NOTICE OF DELAYS 53
39.0 NOTICE OF DISPUTE 52
40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 53
41.0 NOTICES 53
42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION 53
43.0 PROPRIETARY RIGHTS 54
44.0 PUBLIC RECORDS ACT 54
45.0 PUBLICITY 54
46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT 54
47.0 RECYCLED-CONTENT PAPER 56
48.0 SAFELY SURRENDERED BABY LAW 56
49.0 SHRED DOCUMENT 57
50.0 TERMINATION FOR CONTRACTOR'S DEFAULT 58
51.0 TERMINATION FOR CONVENIENCE 59
52.0 TERMINATION FOR IMPROPER CONSIDERATION 62
53.0 TERMINATION FOR INSOLVENCY 63
54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE 63
55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS 63
56.0 VALIDITY 64
57.0 WAIVER 64
58.0 WARRANTY AGAINST CONTINGENT FEES 64
59.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION 64

EXHIBIT A: STATEMENT OF WORK .....
Exhibit A-I Performance Requirements Summary
Exhibit A-II Pricing Schedule
Exhibit A-III Line Item Budget
Exhibit A-IV Semi-Annual Revenue and Expenditure Report

EXHIBIT B: ATTACHMENTS .....

Attachment A CONTRACTOR'S Equal Employment Opportunity (EEO) Certification

Attachment B COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

Attachment C-1 CONTRACTOR Acknowledgement and Confidentiality Agreement

Attachment C-2 CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement

Attachment D CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement

Attachment E Auditor-Controller Contract Accounting and Administration Handbook

Attachment F INTERNAL REVENUE SERVICE NOTICE 1015

Attachment G Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)

Attachment H SAFELY SURRENDERED BABY LAW FACT SHEET

Attachment I CONTRACTOR'S Administration

Attachment J COUNTY'S Administration

Attachment K CHARITABLE CONTRIBUTIONS CERTIFICATION

Attachment L USER COMPLAINT REPORT (UCR)

Attachment M DCFS/Probation Transitional Housing Placement Program Contract Investigation/Monitoring/Audit Remedies and Procedures

Attachment N CONFIDENTIALITY OF CORI INFORMATION

Attachment O Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Attachment P Payment Resolution Notification

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PLACEMENT PROGRAM
CONTRACT

Transitional Housing Placement Program (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2015, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

_____
hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Transitional Housing Placement Program (THPP) Services; and

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, this contract shall provide services pursuant to the provisions of Welfare and Institutions Code (WIC) Section 11403.2 (a), (Federal Independent Living Program regulations and related State laws), the California Department of Social Services (CDSS) is designated to administer a statewide system of establishing a Transitional Housing Placement Program (THPP) in each county, including Los Angeles County; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS

1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.

1.2 Exhibits A, A-1, A-2, A-3 and B, Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M, N O, and P set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, A-4 B, and Attachments.

2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.1 **Abuse** – means a situation in which a child suffers from any one or more of the following: 1) Serious physical injury inflicted upon the child by other than accidental means; 2) Harm by reason of intentional neglect or malnutrition or sexual abuse; 3) Going without necessary and basic physical care; 4) Willful mental injury, negligent treatment or maltreatment of a child under the age of 18 by a person who is responsible for the child's welfare under circumstances which indicate that the child's health or welfare is harmed or threatened thereby, as determined in accordance with regulations prescribed by the Director of Social Services; and 5) Any condition which results in the violation of the rights or physical, mental or moral welfare of a child or jeopardizes the child's present or future health, opportunity for normal development or capacity for independence.

2.2 **Agency** – means a licensee who has been COUNTY certified as a THPP provider.

2.3 **Bathroom** – means a private room with a door, located within a THPP Unit that includes a functional full-size sink, toilet and bathtub and/or shower.

2.4 **Budget** – means the agency's itemized list of expenses that describes the use of the rate amount for THPP Participants that CONTRACTOR is required to provide on the State required Budget Form in the agency's Program Statement.

2.5 **Cal Jobs** – means the State of California employment website: www.caljobs.gov.

2.6 **California Department of Social Services (CDSS), Community Care Licensing Division (CCLD)** – means the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety, and quality of life of each person in community care through the administration of an effective collaborative regulatory enforcement system.

2.7 **Case Plan/Case Plan Update** – means a written document which identifies the appropriate type of home (i.e. foster care, group home) to meet the Participant's placement needs and the COUNTY'S plan to ensure the Participant receives his/her required services while in foster care.

2.8 **Certified Employee** – means an employee or volunteer certified by a licensed THPP CONTRACTOR to assist in providing intensive Independent Living Skills training, counseling, and supervision to foster youth, who is issued a certificate of approval by the CONTRACTOR as meeting all requirements and regulations as defined herein. Certification by the CONTRACTOR authorizes the qualified employee/volunteer to have direct contact with THPP Participants when performing such activities as providing direct supervision, counseling, support and services to THPP Participant to meet the goals of each Participant's Transitional Independent Living Plan (TILP).

2.9 **Chief Executive Office or Chief Executive Officer** – means the office/position established to assist the Board of Supervisors in handling administrative details of the County.

2.10 **Children's Health and Disability Prevention (CHDP) Program** – means a plan that provides immunizations and health screenings. CHDP services are limited to physical examinations, lab tests and immunizations.

The program does not provide follow up treatment to conditions found in the examination, nor does it provide dental or vision services.

2.11 **Children's Social Worker (CSW)** – means COUNTY employees that are responsible for the THPP Participant's case plan, case plan updates, TILP and various other responsibilities regarding the THPP Participant's care and well-being.

2.12 **Contract** – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

2.13 **CONTRACTOR** – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

2.14 **CONTRACTOR Program Director** – means the individual designated by CONTRACTOR who is responsible for managing all phases of the CONTRACTOR'S operations and interfacing with the COUNTY Program Manager relating to this Contract.

2.15 **Corrective Action Plan** – means a plan developed by the COUNTY Program Manager to meet deficiencies in the CONTRACTOR'S THPP program identified by the COUNTY Program Manager.

2.16 **COUNTY** – means the County of Los Angeles and includes the Department of Children and Family Services.

2.17 **COUNTY Program Manager** – means the COUNTY representative responsible for daily management of Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

2.18 **Day or Days** – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.

2.19 **DCFS** – means COUNTY's Department of Children and Family Services.

2.20 **Decertified Employee** – means an employee or volunteer of the CONTRACTOR whose authorization to work directly with THPP Participants has been revoked by either the CONTRACTOR or COUNTY Program Manager. Decertified employees or volunteers are prohibited from having any further contact whatsoever with THPP Participants.

2.21 **Direct Care Staff** – means CONTRACTOR'S Certified employees that provide care, training, supervision, tutoring or any other task or service that involves dealing directly with THPP Participants individually or as a group. CONTRACTOR'S Direct Care Staff shall not take the place of required Social Work staff nor shall Direct Care Staff be solely responsible for the duties/responsibilities required of Social Work staff including but not limited to working directly with COUNTY CSW.

2.22 **Director** – means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.

2.23 **Extended Foster Care (EFC)** – means a program which allows California to extend foster care up to age 21 for young adults who meet the federal participation criteria for continued eligibility after age 18, including those served under a State-Tribe IV-E agreement and supervised by probation.

2.24 **Facility** – means all components of the THPP facility including administrative functions and the operation of the THPP unit.

2.25 **Fiscal Year(s)** – means the 12 month period beginning July 1st and ending the following June 30th.

2.26 **Good Standing** – means a provider shall not have a pattern of egregious deficiencies which may have resulted in corrective action or other administrative actions by the County or Community Care Licensing, and no substantiated allegations of abuse or neglect.

2.27 **Health and Education Passport Binder (HEP)** – means a binder that contains a summary of the THPP Participant's medical, psychological, and educational information.

2.28 **Host Family** – means a placement where the Participant lives with a caring adult who has been selected and approved by the CONTRACTOR. The Participant receives provider-based supportive services and the Host Family provides basic board and care for the Participant.

2.29 **Independent Living Program (ILP)** – means the program authorized under Title 42, Section 677(a)(1) of the U.S. Code (Social Security Act), for services and activities to assist children age 16 or older who are either a dependent (Welfare and Institutions Code Section 300) or a ward (Welfare and Institutions Code Sections 601 and 602) of the court to make the transition to independent living.

2.30 **ILP Transition Coordinator (ILP TC)** – means a Department of Children and Family Services and Probation Department's Youth Development

Services Division staff who assist both pre-Transition and Transition Age Youth, ages 14 and over to prepare for adulthood.

2.31 **Licensee** – means the entity licensed by CDSS CCLD that has the authority and responsibility for the operation of the THPP facility for dependent foster children pursuant to Welfare and Institutions Code Section 11403.2(a)(1).

2.32 **Manual of Policies and Procedures (MPP)** – means the regulations found in the Manual of Policies and Procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).

2.33 **Maximum Contract Sum** – means the total amount to be paid under this Contract.

2.34 **Monthly Allowance** – means the portion of the rate paid by the provider to each foster Participant participating in THPP pursuant to Welfare and Institutions Code Section 11403.2(a)(1).

2.35 **Neglect** – means the failure to provide a person with necessary care and protection. In the case of a Participant, the term refers to the failure of the CONTRACTOR to provide the care and protection necessary for the Participant's healthy growth and development. Neglect occurs when the Participants are physically or psychologically endangered.

2.36 **One-Stop Career Center (One-Stop)** – means a publicly-funded resource for jobseekers and businesses to help individuals in their job search by providing career counselors, computers, reference material and job leads at each of their location. CONTRACTOR may locate the closes One-Stop in Los Angeles County via the Internet at: www.laworkforce.org.

2.37 **Participant** – means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.

2.38 **Permanent Adult Connection (PAC)** – means the person(s) a Participant has established a relationship with that is life-long and provides reliable support to the TAY.

2.39 **Program** – means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

2.40 **Quality Assurance Plan** – means a system developed by CONTRACTOR, which defines all necessary measures taken by the CONTRACTOR to assure that the quality of the CONTRACTOR'S services will meet the Contract requirements regarding timelines,

accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.

2.41 **Service Planning Area (SPA)** – means one of the eight geographic regions into which the County of Los Angeles has been divided for purposes of managing the delivery of County services.

2.42 **Single Site** – means a placement where the THPP Participant lives in an apartment, single family dwelling, or condominium rented or leased by the licensee, in which one or more adult employees reside and provide supervision.

2.43 **State** – means the government of California.

2.44 **Technical Review** – means a COUNTY evaluation of a CONTRACTOR'S THPP program to ensure effective implementation and Contract compliance.

2.45 **THPP** – means Transitional Housing Placement Program.

2.46 **Transitional Housing Placement Program (THPP)** – means a community care facility licensed by the CDSS CCLD, and includes all components of the program that provides supervised housing and supportive services for eligible dependent foster/probation youth as specified in Welfare and Institutions Code Section 11403.2(a)(1).

2.47 **THPP Participant Record Folder (TPRF)** – means a folder that contains reports, case plan, case plan updates, medical records, data, and all other information or documents required for the THPP Participant.

2.48 **Transitional Housing Placement Program (THPP) Participant** – means a foster youth placed in a THPP Unit as specified in Welfare and Institutions Code Section 11403.2(a)(1); and may also be referred to as "Participant."

2.49 **Transitional Housing Placement Program Staff Residential Unit (THPP Staff Residential Unit)** – means a location or official home where ONLY the adult employee(s) of the CONTRACTOR and their child(ren), if applicable reside(s) as specified in Health and Safety Code Sections 1559.110(d)(2) and (3).

2.50 **Transitional Housing Placement Program Unit** – means the residence where the THPP Participant(s) resides, and may also be referred to as "Unit."

2.51 **Transitional Independent Living Plan (TILP)** – means a written service delivery plan that identifies the Participant's current level of functioning, emancipation goals and the specific skills needed to prepare the Participant to live independently upon leaving foster care.

3.0 FUNDING FOR THE CONTRACT

3.1 Transitional Housing Placement Program Services is funded by Aid to Families with Dependent Children-Foster Care (AFDC-FC) under the Title IV-E Waiver. CONTRACTOR must maintain eligibility for payment from AFDC-FC funding source.

3.2 Failure to maintain eligibility for payment from AFDC-FC funding sources is a material breach. (See Part II, Section 50.0, Termination for CONTRACTOR'S Default, subparagraph 50.1.1.)

4.0 TERM

4.1 The term of this Contract shall commence on January 1, 2015, or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on December 31, 2015, or one year from the date of execution by the Director of Children and Family Services, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

4.2 COUNTY shall have the sole option to extend the Contract term for up to two additional one-year periods for a maximum total Contract term of three years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.

4.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

4.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.

4.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the Contract term, after CEO approval, for a period not to exceed six (6) months beyond December 31, 2017, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

5.0 CONTRACT SUM

5.1 COUNTY and CONTRACTOR agree that in the event the Title IV-E Waiver Fund allocated to the THPP program is depleted, the COUNTY is not financially liable to the CONTRACTOR for the increased rate portion of the THPP participant's placement fees. As mentioned in Part I, Section 7.0, Subsection 7.3, the rate per THPP participant consists of the base rate of $2,100, and the increased rate of $1,362 or a total of $3,462 per participant as listed in Exhibit C.

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

5.3 COUNTY and CONTRACTOR agree that in the event the State of California fails to pay the COUNTY claim for THPP services provided by the CONTRACTOR, the COUNTY is not financially liable to the CONTRACTOR.

5.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.5 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-III, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

5.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract.

5.7.1 Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon.

5.7.2 The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This budget is attached hereto and incorporated by reference herein as Exhibit A-III, Line Item Budget.

6.0 INSURANCE REQUIREMENTS

6.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 6.1 and 6.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

6.1.1 Evidence of Coverage and Notice to COUNTY**:** A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

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

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

6.1.2 Additional Insured Status and Scope of Coverage**:** The County of Los Angeles, its Special Districts, Elected Officials, Officers,

Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

6.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

6.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

6.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

6.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this

Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

6.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

6.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

6.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

6.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.1.11 Application of Excess Liability Coverage: CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

6.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

6.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

6.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

6.2 Insurance Coverage Requirements:

6.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

6.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

6.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the

COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

6.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

6.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

7.0 INVOICES AND PAYMENTS

7.1 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

7.2 CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) THPP rates or, for a CONTRACTOR vendored by a Regional Center, authorization for payment with AFDC-FC funds throughout the term of the Contract. A copy of the current rate letter shall be included in the Program Statement. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Transitional Housing Placement Program Rates established by the CDSS Foster Care Funding and Rates Bureau.

7.3 The monthly rate per THPP Participant is $3,462, which consists of the base rate of $2,100, and an increased rate of $1,362. The base rate and the increased rate are funded by AFDC-FC, under Title IV-E Waiver. In the event that the Title IV-E Waiver Fund is depleted during a State's Fiscal Year, COUNTY will have the option of "rolling-back" to the THPP base rate amount of $2,100, and the CONTRACTOR will be paid with this base rate only, on the remaining periods of that particular Fiscal Year.

7.4 In the event COUNTY has already paid the CONTRACTOR for the rate of $3,462 per THPP Participant, and the State fails to reimburse the COUNTY's claim for the increased rate portion of $1,362, CONTRACTOR shall return to COUNTY all payments made for the increased rate portion within thirty (30) days of receiving notification from the COUNTY.

7.5 CONTRACTOR shall complete and submit vouchers in arrears for services rendered in the previous month. All vouchers shall be received within five (5) days of the last day of the previous month. Vouchers for DCFS shall be sent to:

Department of Children and Family Services
Vendor Voucher Validation Unit
P.O. Box 368
Glendora, CA 91740-0368

7.6 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.

7.7 In addition to the requirements in Exhibit A, SOW, CONTRACTOR shall notify the DCFS Foster Care Payment Hotline at (800) 697-4444 for DCFS children or the Probation Unit at (323) 226-8600 for Probation children within 24 hours whenever a Placed Child leaves CONTRACTOR's program. Prior to a Probation youth being moved from one site/home to another, an authorization letter signed by the Central Placement Director must be received from Probation.

7.8 CONTRACTOR agrees placement lasting less than a full month shall be prorated. Placement shall commence the Day the child is placed with CONTRACTOR and terminate the day before the Placed Child is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child, CONTRACTOR shall document COUNTY Worker's agreement to pay for the open bed in the Placed Child's record and shall request a written faxed confirmation from County Worker. DCFS will not pay for an open bed for a period in excess of seven (7) days. Probation will not pay for an open bed for a period in excess of three (3) days.

7.9 Should CONTRACTOR, after having a THPP Participant admitted to a psychiatric or medical hospital, unilaterally decide not to take the participant back, all foster payments made to CONTRACTOR to keep the space available for that THPP participant shall be returned immediately to

COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.

7.10 COUNTY shall mail to CONTRACTOR the amount due by the 15th of the month following the month Services were provided, except retroactive, partial, and supplemental payments to CONTRACTOR, which shall be paid through the supplemental payment system. Questions regarding payment should be directed to the Foster Care Hotline at (800) 697-4444.

7.11 CONTRACTOR shall notify COUNTY, within thirty (30) days of the receipt of any payment that is incorrect. Notification must be made by completing the Payment Resolution Notification Form (COV 71) (Exhibit B, Attachment P) and faxing it to (626) 691-1136. Interest charges may be assessed from the 30th day following identification and written confirmation by the COUNTY of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor-Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.

7.12 COUNTY will resolve payment discrepancies within thirty (30) days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within 30 days of written notice of payment resolution to CONTRACTOR.

7.13 In the event that COUNTY identifies an excess payment made to CONTRACTOR, including but not limited to excess payments for clothing allowance, vouchers submitted after placement termination, and/or any other excess funds issued by COUNTY on behalf of Placed Children during the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. In addition, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

Fiscal Monitoring and Special Payments Section
Administrative Services Manager III
425 Shatto Place, Room 304
Los Angeles, CA 90020

7.14 CONTRACTOR is responsible for the accuracy of vouchers submitted to COUNTY. It is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the vouchers

submitted and to notify COUNTY within thirty (30) Days of the receipt of any payment that is incorrect.

7.14.1 All correspondence regarding payment errors shall be sent by either facsimile or first class mail, or by electronic mail.

7.14.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR shall notify COUNTY by written notice and upon written confirmation by COUNTY of the excess payment amount, CONTRACTOR shall return all excess payments within thirty (30) Days to:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services
Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the notices/payment to:

County of Los Angeles
Department of Children and Family Services
Attention: THPP Program Manager
3530 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90010

7.15 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP, within five (5) calendar days.

7.16 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

7.17 CONTRACTOR agrees that when a sustained overpayment, as described in WIC 11466 et seq. is identified, CONTRACTOR shall repay to the State

the amount of the overpayment including interest in accordance with WIC 11466 et seq.

7.18 In the event CONTRACTOR identifies an excess payment made by the COUNTY, CONTRACTOR will notify the COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) days to the address above.

7.19 In the event COUNTY discovers a payment made to CONTRACTOR which can be defined as an Overpayment, for incorrect or inaccurate vouchers, for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306 and 11-404, inclusive, during the term of discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4 will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.

7.19.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231(a)-(b).

7.19.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing and/or State Fair Hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.

7.19.3 If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. CONTRACTOR, if forgoing an informal hearing, must request the State Fair Hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.

7.19.4 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Once due process has expired or

administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the Contract, by and between COUNTY and CONTRACTOR.

7.19.5 In matters involving Overpayments, governed by MPP 45-304 through 45-306 and 11-404 inclusive, and if the amount is determined collectible, CONTRACTOR will have thirty (30) Days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through .3. CONTRACTOR may, at its election, forego an informal hearing and request a State Fair Hearing within ninety (90) Days from the date of COUNTY'S mailing of State Form Notice of Action 1261. If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Failure to meet the respective time periods to request a hearing, either informal or formal, shall foreclose requests for due process set forth in MPP 45-306.1 through .3, and will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66, inclusive, including the implementation of additional contractual actions set forth in this Contract.

7.20 With regards to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.

7.21 The COUNTY may, at its discretion, implement an alternative payment system to replace the current voucher payment system. Any changes to the payment system will be discussed with the CONTRACTOR prior to implementation.

7.22 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

8.0 BACKGROUND AND SECURITY INVESTIGATIONS

8.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the background investigation.

8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

8.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.

8.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

8.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

9.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS

9.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to Sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records pertaining to the treatment or supervision of the child shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Place Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the placed child's confidentiality.

9.1.1 If CONTRACTOR'S staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.

9.1.2 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

9.2 CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

9.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."

9.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgement and Confidentiality

Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

9.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "Contractor's Non-Employee Acknowledgement and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

9.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

9.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

9.8 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 9.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 9.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

9.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

10.0 CONTRACTOR'S STAFF IDENTIFICATION

10.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

11.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

11.1 This Contract is subject to the provisions of the COUNTY ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

11.2 COUNTY's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.

11.3 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

11.4 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

11.5 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

11.5.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

11.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

11.5.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

11.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

12.0 USE OF FUNDS

12.1 All uses of funds paid to and Expended by CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY. Upon notice by CONTRACTOR, COUNTY will, upon verification by COUNTY, reduce the audit disallowance claimed by COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by COUNTY's audit.

12.2 CONTRACTOR shall be organized and operated as a Federal Tax Exempt (if applicable) and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.

12.3 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the County current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles

included in OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B, Attachment E).

12.4 CONTRACTOR shall Expend THPP funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THPP participants. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400 and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B, Attachment E). Any THPP funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlines in Part II, Standard Terms and Conditions Section 39.0, Notice of Dispute.

12.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of THPP funds, paid to and expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THPP participants, and to determine the appropriate disposition of unallowable expenditures.

12.6 Total accumulated unexpended funds (TAUF) shall include: 1) CONTRACTOR'S un-Expended funds; and 2) CONTRACTOR'S accumulated, unexpended THPP funds received from COUNTY between January 1, 2015, through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to January 1, 2015. CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit A-IV).

12.7 At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than one month budgeted revenues for COUNTY'S THPP Program for its next fiscal year may be retained by CONTRACTOIR for future use for the benefit of THPP participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR'S TAUF, at the end of June 30, of each year the Contract is in place exceeds the TAUF Ceiling, CONTRACTOR shall return to COUNTY a Cashier's check with the Semi-Annual Report to:

County of Los Angeles
Department of Children and Family Services
Accounting Division: Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

13.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 13.2, 13.3, and 13.4 are internal DCFS procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit B, Attachment M, DCFS/THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

13.1 Corrective Action Plan (CAP)

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

13.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant

administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 13.1, and as further described in Exhibit B, Attachment M, DCFS Transitional Housing Placement Program Contract Investigation/Monitoring/Audit Remedies and Procedures.

13.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR Status), when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, is issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 13.1, and as further described in Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

When DNR Status is implemented, a CAP may be established, as provided in Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures. DNR Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

13.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 13.1, and as further described in Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

13.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS' decision to place CONTRACTOR on Hold or intention to implement Do Not Refer, or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit B, Attachment M) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures).

13.6 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS local agency policies and procedures (please refer to Exhibit B, Attachment M) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part II, Standard Terms and Conditions, Section 39.0, Notice of Dispute

13.7 Termination Status

Nothing herein shall preclude the COUNTY from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default. COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS local agency grievance policies and procedures will occur.

14.0 INDEMNIFICATION

14.1 The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

14.2 CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Agreement and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Part I, Unique Terms and Conditions, Section 6.0, Insurance Requirements, Subsection 6.2.3 to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Contract.

14.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in Part II, Standard Terms and Conditions, Section 32.0, Independent Contractor Status, Subsections 32.1 and 32.2.

15.0 FINANCIAL REPORTING

15.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Revenue and Expenditure Report (Exhibit A-IV). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator.

15.2 The Semi-Annual Revenue and Expenditure Report shall be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.

15.3 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.

15.4 In the event that the expenditure report is not filed timely, COUNTY may limit additional THPP participants.

15.5 The Semi-Annual Revenue and Expenditure Report and total program cost display shall be mailed to:

Department of Children and Family Services
Accounting Division: Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

16.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS

16.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.

16.2 Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars ($5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

16.3 CONTRACTOR shall for any Real Property, land, or Fixed Asset costing $35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase including Capital Leases as defined by Generally Accepted Accounting Principles, (GAAP), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 12.0, Sub-section 12.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by certified mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.

16.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 16.3 may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by

CONTRACTOR, no title to any of the items referenced in sub-section 16.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 16.2 and 16.3, shall be deemed owned by CONTRACTOR.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment I, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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

2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract.

In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.

7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the

right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

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

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

11.0 COMPLAINTS

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy

efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

12.1.2 For contract over $10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable

relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR.

"Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements,

shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

21.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate

any or all existing contracts the CONTRACTOR may have with the COUNTY.

21.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors, finds in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR

has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

21.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing-business/DebarmentList.htm
- State: http://www.dir.ca.gov/dlse/debar.html
- Federal: http//www.epls.gov/epls/search.do?multiName=true

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B, Attachment K the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order

to protect the COUNTY and its taxpayers. A CONTRACTOR that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

23.0 CONTRACTOR'S WORK

23.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

23.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>: CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

25.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of CONTRACTOR to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above shall constitute default under this agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this agreement, failure of CONTRACTOR to cure such default within ten (10) calendar days of notice shall be grounds upon which COUNTY may terminate this agreement and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

26.0 EMPLOYEE BENEFITS AND TAXES

26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

27.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

27.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

28.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

28.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

29.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties,

court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

30.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEPENDENT CONTRACTOR STATUS

32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship

of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

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

33.0 LIQUIDATED DAMAGES

33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time

frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-I, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.

36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

38.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Exhibit B, Attachment F.

41.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit B, Attachment I, CONTRACTOR's Administration and Attachment J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software,

modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET,” “PROPRIETARY,” or “CONFIDENTIAL.”

43.4 COUNTY will use reasonable means to ensure that CONTRACTOR’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:

43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;

43.5.2 Any materials, data and information covered under Sub-section 43.2; and

43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY’s computer systems or to any

safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

43.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

46.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

47.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

48.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment H, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SHRED DOCUMENT

49.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

49.2 Documents for record and retention purposes in accordance with Subsection 46.2 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable

from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which

performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

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

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not

appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

56.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

57.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

58.0 WARRANTY AGAINST CONTINGENT FEES

58.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

58.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

59.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Children and Family Services

_____
CONTRACTOR

By_____

Name _____

Title _____

By _____

Name _____

Title _____

_____
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

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

TABLE OF CONTENTS

SECTION **PAGE**

PART A – PREAMBLE

PART B – PROJECT FOUNDATION

1.0 BACKGROUND 2
2.0 SERVICE DELIVERY SITES 3
3.0 STAFFING RATIOS AND QUALIFICATIONS 9
4.0 PROGRAM MANAGEMENT REQUIREMENTS 15
5.0 COUNTY'S GENERAL RESPONSIBILITIES 16
6.0 CONTRACTOR'S RESPONSIBILITIES 17
7.0 TARGET POPULATION 21
8.0 REFERRAL AND SCREENING PROCESS 22
9.0 SCOPE OF WORK 26
10.0 REPORTING REQUIREMENTS 48
11.0 RECORD KEEPING 55
12.0 PERFORMANCE EVALUATION 68
13.0 QUALITY ASSURANCE AND FAILURE TO PERFORM 70
14.0 PERFORMANCE OUTCOME GOALS 71

PART C – SERVICE TASKS TO ACHIEVE PERFORMANCEOUTCOME GOALS

1.0 SAFETY 72
2.0 WELL-BEING/EDUCATION/WORKFORCE READINESS AND SELF SUFFICIENCY 73

EXHIBIT A – ATTACHMENTS

Attachment I- Performance Requirements Summary

Attachment II- SPA MAP

Attachment III- Intentionally Left Blank

Attachment IV- Report Outline

EXHIBITS

A-1 Transitional Independent Living Plan

A-2 Agency Placement Agreement

A-3 Declaration In Support Of Access to Juvenile Court Records

A-4 Placement Information and Authorization Form

A-5 Unit Verification Form

A-6 Furniture Inventory

A-7 Participant Occupancy Form

A-8 Mandatory Orientation Checklist

A-9 Foster Youth Bill Of Rights

A-10 Personal Rights

A-11 Participant Inventory

A-12 Monthly Fines Log

A-13 Monthly Allowance Log

A-13a Monthly Savings Ledger

A-14 Routine Chores Log

A-15 Administration of Psychotropic/Anti-Seizure Medication Form

A-16 Medication Disposition Log

A-17 Participants Medication Log

A-18 Daily Educational Log

A-19 Special Incident Reporting Guide for THPP

A-20 Progress Report

A-21 Participant's Monthly Survey

A-22 Declaration of Compliance

A-23 Certified Employees/Volunteers Report

A-24 Decertification Report

A-25 Quarterly Report

A-26 Annual Report

A-27 Agency Monthly Report

A-28 Release of DCFS Case Records to Service Providers

A-29 Entry Assessment

A-30 Bi-Annual Assessment

A-31 Exit Assessment

A-32 Legal Rights of Teens in Out of Home Care

A-33 Background Summary

A-34 Casey Life Skills Assessment

A-35 Contract Regarding Participant's and Provider's Rights and Responsibilities

A-36 Aftercare Contact Form

A-37 Foster Youth Reproductive Health and Pregnancy

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 the following housing model 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 <u>State Certified Units</u>

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 maintain copies of the Certificates of Compliance in the CONTRACTOR'S administrative and sub-administrative offices, THPP Units and staff residential unit.

2.3.2.2 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 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.

2.3.5 CONTRACTOR shall be encouraged to do the following:

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

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

2.3.6 The COUNTY will revisit and revise these procedures, as necessary, to accommodate changes in legislative and licensing regulations.

2.4 <u>Unit Requirements</u>

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.

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

2.4.4 CONTRACTOR shall agree to the following requirements:

2.4.4.1 THPP foster Participants may not be placed with THPP probation Participants.

2.4.4.2 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.

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

2.4.4.4 No more than one Participant shall occupy a bedroom.

2.4.4.5 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.

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

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

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

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

2.4.4.10 More than two THPP Participants in a unit require dishware for a minimum of eight people.

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

2.4.4.12 CONTRACTOR shall provide a fire extinguisher in each THPP unit.

2.4.4.12.1 CONTRACTOR shall provide training on the use of the fire extinguisher. Proof of training shall be filed in TPRF.

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

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

2.4.4.15 CONTRACTOR shall provide each THPP Participant with a towel rack, soap bar dish and space for toothbrush, etc.

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

2.4.4.17 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.

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

2.4.4.19 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.

2.4.4.20 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.

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

2.4.4.22 Bunk beds, cots, rollaway beds or futons shall not be used by Participants or their child(ren) for beds.

2.4.4.23 CONTRACTOR shall ensure each THPP Participant and his/her child(ren) has a bed that meets their needs.

2.4.4.24 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).

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

2.4.4.26 Upon placement CONTRACTOR shall provide each Participant and his/her child(ren) new linens and a new mattress and box spring.

2.4.4.27 CONTRACTOR shall not provide used or second-hand linens or mattress/box spring to THPP Participants or their child(ren).

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

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

2.4.4.30 CONTRACTOR shall provide parking space(s) for THPP Participants with automobiles.

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

2.4.4.32 CONTRACTOR shall replace furniture that is worn and no longer usable for its purpose.

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

2.4.4.34 CONTRACTOR shall have Units repainted as needed and at least once every three years.

2.4.4.35 CONTRACTOR shall replace carpet every seven years and other flooring as needed.

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

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

2.4.4.38 THPP Participants of the opposite sex, including siblings, shall not share a unit.

2.4.4.39 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 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 more than 30 minutes (one-way) travel time, when using public transportation, 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 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 <u>Certification and Training</u>

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 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-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 one hour of being contacted.

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 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

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 accepts a placement and/or places a Participant in THPP without prior written authorization from the CPM, the COUNTY may terminate this Contract.

8.16 If the Participant decides not to accept 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 DCFS policy regarding the release of 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 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 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.

9.3.1.2 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 <u>Food</u>

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.

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 minimum, the age appropriate items listed on the Participant Inventory (Exhibit A-11).

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 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.

9.3.8.2 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 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 <u>Monthly Bus Pass</u>

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).

9.3.10 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 purchases 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.

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 R<u>ecreation</u>

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 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 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 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 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.

9.3.15.10 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, 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 <u>Money Management/Financial Literacy Skills Training</u>

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 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.

9.4.9.4 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 <u>Checking and Savings Accounts</u>

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.

9.4.11 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 <u>Transportation Training/Automotive Maintenance</u>

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.

10.6.4 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, 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 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 30 calendar days of a THPP placement, describing how the availability of food will be monitored for each Participant, how each Participant's (and child if applicable) dietary needs, including any special needs 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.

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 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 CONTRACTOR'S Employee and Volunteer Records

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 CONTRACTORS Annual License/Certificates of Compliance

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 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.

11.13.6 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.

11.13.7 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.

11.13.8 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.

11.13.9 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.

11.13.10 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 <u>Attendance Record Folder</u>

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		

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

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?)

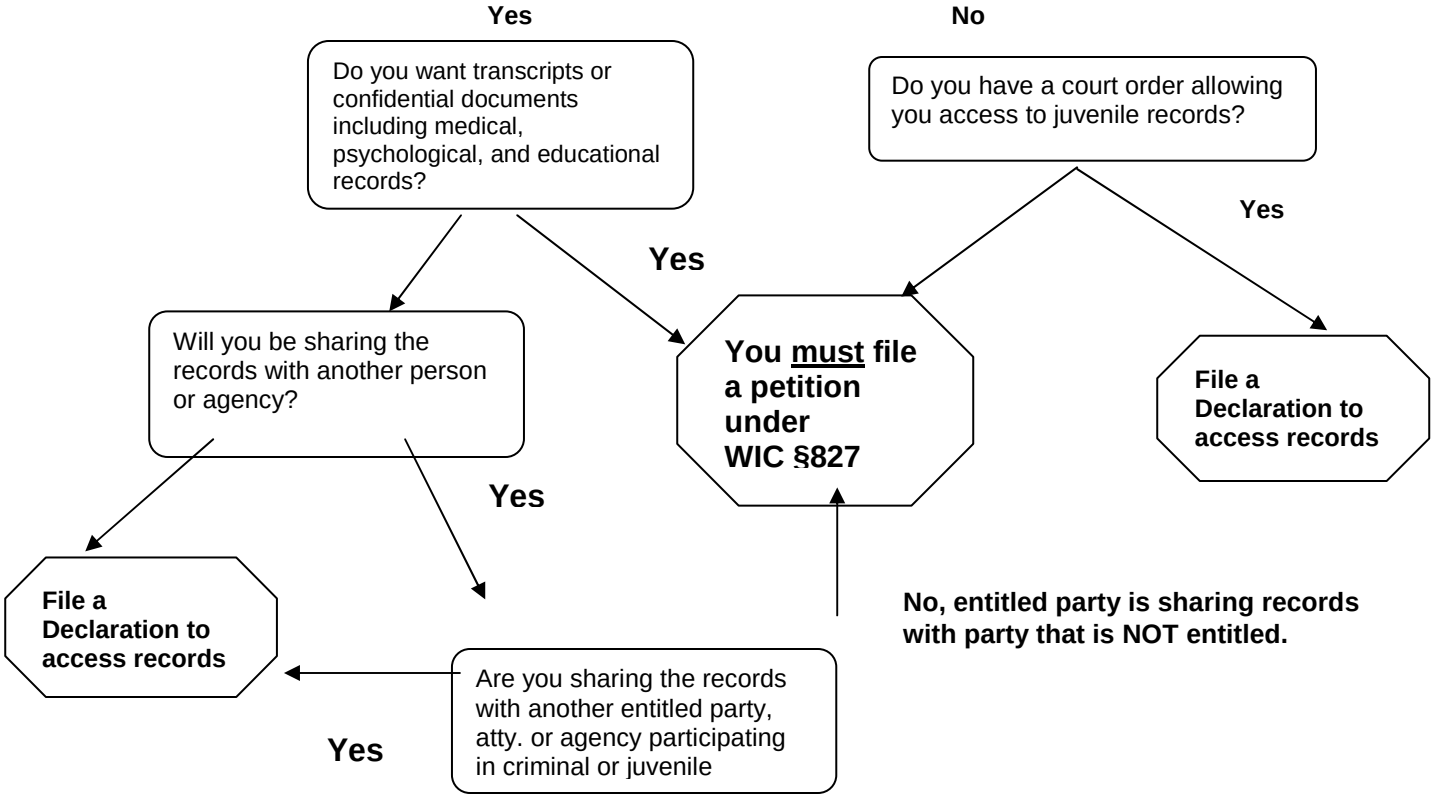


EXHIBIT A-4

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 _____

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).

25Residents 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: _____

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

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

FURNITURE CLEAN AND DUSTED
FLOOR VACUUMED
WINDOWS AND SILLS CLEAN
WINDOW COVERINGS CLEAN
LIGHT FIXTURES CLEAN
NO TRASH IN ROOM
AREA NEAT AND ORDERLY

COMMON AREAS

CLEAN AND NEAT
WALKWAYS SWEPT
DOORMAT CLEAN

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	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						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /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.

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.

TABLE OF CONTENTS

TYPE OF INCIDENT **PAGE #**

1. **BEHAVIORAL/MENTAL HEALTH INCIDENT**. 2
2. **INJURY, ILLNESS OR ACCIDENT**. 2
3. **DEATH**..... 2
4. **UNAUTHORIZED ABSENCE**. 3

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

EXHIBIT A-23

☐ 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

☐ 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

TABLE OF CONTENTS

INTRODUCTION

KNOW YOUR RIGHTS 1

YOUR GROUP OR FOSTER HOME'S RESPONSIBILITIES 2

YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES 2

COMPLAINTS 3

ENTERING THE SYSTEM 4

ROLE OF THE COURTS 5

OUT-OF-HOME CARE 11

TYPES OF PLACEMENTS 13

SURVIVING THE SYSTEM 14

TELEPHONE CALLS 15

VISITATION 17

HEALTH CARE 18

PREGNANCY 20

EDUCATION 22

RELIGION 24

IMMIGRANT STATUS 25

LESBIAN, GAY, TRANSGENDER, QUEER AND QUESTIONING (LGBTQ) YOUTH .. 27

CONFIDENTIALITY AND YOUR RECORDS 28

DRIVING 29

PREPARING TO LEAVE THE SYSTEM 31

PREPARATION BY YOUR SOCIAL WORKER 32

INDEPENDENT LIVING AND TRANSITIONAL HOUSING 33

MONEY AND JOBS 34

LEAVING THE SYSTEM 37

EMANCIPATION 38

TRANSITIONAL MEDI-CAL 39

TRANSITIONAL HOUSING PROGRAM PLUS (THP+) 40

ACCESS TO AND SEALING OF RECORDS 41

USEFUL RESOURCES 43

DEFINITION INDEX 47

ENDNOTES 48

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?

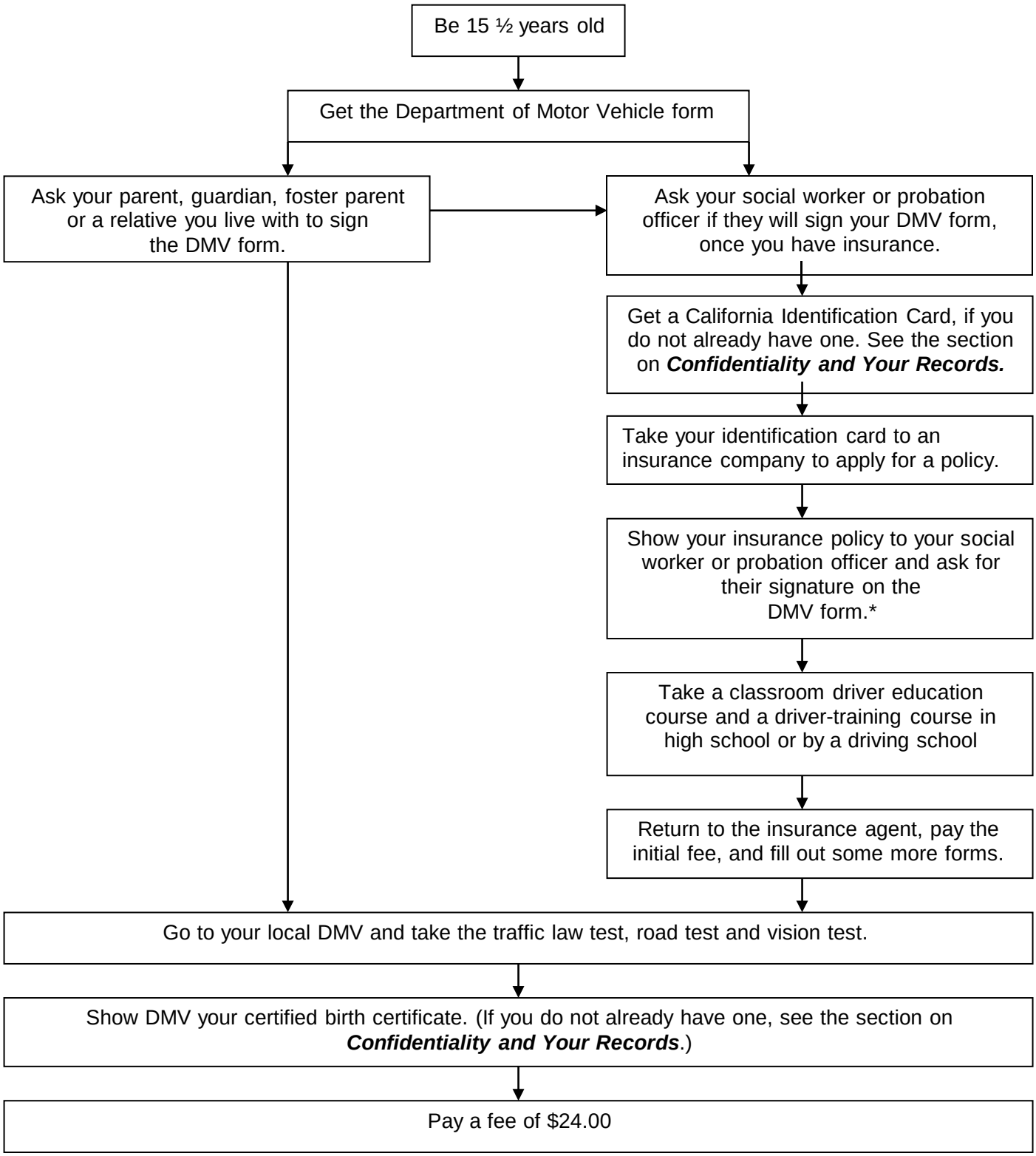
If no one will sign, you can get your probation officer or social worker to sign. They'll tell your foster parents that they're signing for you.[150] But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license.* The probation officer, social 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)

DEFINITION INDEX

The number refers to the page number that has a definition for the word.

Adoption, 7

Case Plan, 11

Consent, 28

Court Placement, 13

Delinquent, 5

Dependent (of the Court), 5

Dependency Status Review, 6

Deportation, 25

Emancipation, 38

Emancipation Account, 36

Foster Care, 11

Foster Home, 13

Foster Parent, 13

Group Home, 13

Independent Living Skills Program. 33

Juvenile Court, 5

Kinship Care, 13

Legal Custody, 13

Guardianship, 7

Guardian, 7

Out-of-Home Care, 11

Permanency Planning Hearing, 6

Juvenile Court Petition, 5

Physical Custody, 13

Reunification Plan, 11

Sealing Records, 41

Shared Responsibility Plan, 20

Social Study, 6

Special Immigrant Juvenile Status, 25

Status Offender, 5

Sustain. 5

Transitional Housing. 33

Transitional Independent Living Plan, 12

Voluntary Placement, 13

Ward, 5

Whole Family Foster Home, 20

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

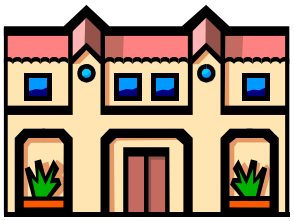
176. FC 7002

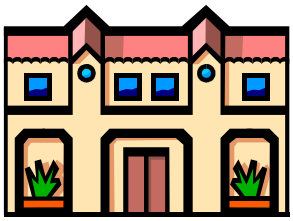
177. FC 7002(c); 7120; 7122

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





DEPARTMENT OF CHILDREN AND FAMILY SERVICES
YOUTH DEVELOPMENT SERVICES (ILP)
LOS ANGELES COUNTY
TRANSITONAL HOUSING PLACEMENT PROGRAM
THPP STEERING COMMITTEE YOUTH BACKGROUND SUMMARY

- **Background**- Delinquent history/substance abuse history and family relationship and status.
- **Adjustment to placement**- Placement history, completion of chores, curfew, interaction with peers and staff.
- **CSWCSW Assessment –** Letter regarding the youth.
- **Employment**- Work history.
- **Visitation Plan**- Parents, siblings and adult plan.
- **Counseling**- Behavior health needs and status
- **Medication/Medical** – Physical health needs and status-medication-allergies
- **ILP**- Date of completion of ILP classes.
- **Education**- Educational needs and status
- **Interes**t- Hobbies, activities.
- **Future Plans**- Career goals, college, vocational training.
- **Special Incidents** – Conduct in placements, school and public.

Concerns- Behavior, attitude and criminal behavior.

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, (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 (that match the amount designated for each category) 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 care, 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 40% of the infant supplement payment to help pay for child-related expenses.

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
- 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. 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+FP)

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

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: _____

PART I

TRANSITIONAL HOUSING PLACEMENT PLUS – FOSTER CARE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NAME OF AGENCY

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

JANUARY 2015

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PLACEMENT PLUS – FOSTER CARE CONTRACT

TABLE OF CONTENTS

Section Number and Title Page

PART I: UNIQUE TERMS AND CONDITIONS 2
1.0 APPLICABLE DOCUMENTS 2
2.0 DEFINITIONS 2
3.0 FUNDING FOR THE CONTRACT 8
4.0 TERM 8
5.0 CONTRACT SUM 9
6.0 INSURANCE REQUIREMENTS 10
7.0 INVOICES AND PAYMENTS 15
8.0 BACKGROUND AND SECURITY INVESTIGATIONS 20
9.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS 21
10.0 CONTRACTOR'S STAFF IDENTIFICATION 24
11.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM 24
12.0 USE OF FUNDS 25
13.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN 27
14.0 INDEMNIFICATION 30
15.0 FINANCIAL REPORTING 30
16.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS 31

PART II: STANDARD TERMS AND CONDITIONS 33
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR 33
2.0 ADMINISTRATION OF CONTRACT – COUNTY 33
3.0 AMERICANS WITH DISABILITIES ACT (ADA) 34
4.0 ASSIGNMENT AND DELEGATION 34
5.0 AUTHORIZATION WARRANTY 35
6.0 BUDGET REDUCTION 35
7.0 CHANGES AND AMENDMENTS 35
8.0 CHILD ABUSE PREVENTION REPORTING 36
9.0 CHILD SUPPORT COMPLIANCE PROGRAM 37
10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM 38
11.0 COMPLAINTS 38
12.0 COMPLIANCE WITH APPLICABLE LAWS 38
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS 40
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM 40
15.0 CONDUCT OF PROGRAM 41
16.0 CONFLICT OF INTEREST 42
17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT 42

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST 43
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING 43
20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD) 43
21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT 43
22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE 45
23.0 CONTRACTOR'S WORK 46
24.0 COUNTY'S QUALITY ASSURANCE PLAN 46
25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM 46
26.0 EMPLOYEE BENEFITS AND TAXES 46
27.0 EMPLOYMENT ELIGIBILITY VERIFICATION 47
28.0 EVENTS OF DEFAULT 47
29.0 FAIR LABOR STANDARDS 48
30.0 FORMER FOSTER YOUTH CONSIDERATION 48
31.0 GOVERNING LAW, JURISDICTION, AND VENUE 49
32.0 INDEPENDENT CONTRACTOR STATUS 49
33.0 LIQUIDATED DAMAGES 49
34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN 51
35.0 MOST FAVORED PUBLIC ENTITY 49
36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION 52
37.0 NON EXCLUSIVITY 53
38.0 NOTICE OF DELAYS 53
39.0 NOTICE OF DISPUTE 52
40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 53
41.0 NOTICES 53
42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION 53
43.0 PROPRIETARY RIGHTS 54
44.0 PUBLIC RECORDS ACT 54
45.0 PUBLICITY 54
46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT 54
47.0 RECYCLED-CONTENT PAPER 56
48.0 SAFELY SURRENDERED BABY LAW 56
49.0 SHRED DOCUMENT 57
50.0 TERMINATION FOR CONTRACTOR'S DEFAULT 58
51.0 TERMINATION FOR CONVENIENCE 59
52.0 TERMINATION FOR IMPROPER CONSIDERATION 62
53.0 TERMINATION FOR INSOLVENCY 62
54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE 63
55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS 63
56.0 VALIDITY 64
57.0 WAIVER 64
58.0 WARRANTY AGAINST CONTINGENT FEES 64
59.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION 64

EXHIBIT A: STATEMENT OF WORK .....
Exhibit A-I Performance Requirements Summary
Exhibit A-II Pricing Schedule
Exhibit A-III Line Item Budget
Exhibit A-IV Semi-Annual Expenditure Report

EXHIBIT B: ATTACHMENTS .....

Attachment A CONTRACTOR'S Equal Employment Opportunity (EEO) Certification

Attachment B COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

Attachment C-1 CONTRACTOR Acknowledgement and Confidentiality Agreement

Attachment C-2 CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement

Attachment D CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement

Attachment E Auditor-Controller Contract Accounting and Administration Handbook

Attachment F INTERNAL REVENUE SERVICE NOTICE 1015

Attachment G Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)

Attachment H SAFELY SURRENDERED BABY LAW FACT SHEET

Attachment I CONTRACTOR'S Administration

Attachment J COUNTY'S Administration

Attachment K CHARITABLE CONTRIBUTIONS CERTIFICATION

Attachment L USER COMPLAINT REPORT (UCR)

Attachment M DCFS/Probation Transitional Housing Placement Program Contract Investigation/Monitoring/Audit Remedies and Procedures

Attachment N CONFIDENTIALITY OF CORI INFORMATION

Attachment O Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Attachment P Payment Resolution Notification

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PLACEMENT PLUS – FOSTER CARE
CONTRACT

Transitional Housing Placement Plus – Foster Care (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2015, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

_____
hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Transitional Housing Placement Plus – Foster Care (THP+FC) Services; and

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, this contract shall provide services pursuant to the provisions of Welfare and Institutions Code (WIC) Section 11403.2 (a), (Federal Independent Living Program regulations and related State laws), the California Department of Social Services (CDSS) is designated to administer a statewide system of establishing a Transitional Housing Placement Plus – Foster Care (THP+FC) in each county, including Los Angeles County; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS

1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.

1.2 Exhibits A, A-1, A-2, A-3 and B, Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M, N, O and P, set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, A-4 B, and Attachments.

2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.1 **Abuse** – means a situation in which a child suffers from any one or more of the following: 1) Serious physical injury inflicted upon the child by other than accidental means; 2) Harm by reason of intentional neglect or malnutrition or sexual abuse; 3) Going without necessary and basic physical care; 4) Willful mental injury, negligent treatment or maltreatment of a child under the age of 18 by a person who is responsible for the child's welfare under circumstances which indicate that the child's health or welfare is harmed or threatened thereby, as determined in accordance with regulations prescribed by the Director of Social Services; and 5) Any condition which results in the violation of the rights or physical, mental or moral welfare of a child or jeopardizes the child's present or future health, opportunity for normal development or capacity for independence.

2.2 **Agency** – means a licensee who has been COUNTY certified as a THP+FC provider.

2.3 **Bathroom** – means a private room with a door, located within a THP+FC Unit that includes a functional full-size sink, toilet and bathtub and/or shower.

2.4 **Budget** – means the agency's itemized list of expenses that describes the use of the rate amount for THP+FC Participants that CONTRACTOR is required to provide on the State required Budget Form in the agency's Program Statement.

2.5 **Cal Jobs** – means the State of California employment website: www.caljobs.gov.

2.6 **California Department of Social Services (CDSS), Community Care Licensing Division (CCLD)** – means the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety, and quality of life of each person in community care through the administration of an effective collaborative regulatory enforcement system.

2.7 **Case Plan/Case Plan Update** – means a written document which identifies the appropriate type of home (i.e. foster care, group home) to meet the Participant's placement needs and the COUNTY'S plan to ensure the Participant receives his/her required services while in foster care.

2.8 **Certified Employee** – means an employee or volunteer certified by a licensed THP+FC CONTRACTOR to assist in providing intensive Independent Living Skills training, counseling, and supervision to foster youth, who is issued a certificate of approval by the CONTRACTOR as meeting all requirements and regulations as defined herein. Certification by the CONTRACTOR authorizes the qualified employee/volunteer to have direct contact with THP+FC Participants when performing such activities as providing direct supervision, counseling, support and services to THP+FC Participant to meet the goals of each Participant's Transitional Independent Living Plan (TILP).

2.9 **Chief Executive Office or Chief Executive Officer** – means the office/position established to assist the Board of Supervisors in handling administrative details of the County.

2.10 **Children's Health and Disability Prevention (CHDP) Program** – means a plan that provides immunizations and health screenings. CHDP services are limited to physical examinations, lab tests and immunizations.

The program does not provide follow up treatment to conditions found in the examination, nor does it provide dental or vision services.

2.11 **Children's Social Worker (CSW)** – means COUNTY employees that are responsible for the THP+FC Participant's case plan, case plan updates, TILP and various other responsibilities regarding the THP+FC Participant's care and well-being.

2.12 **Contract** – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

2.13 **CONTRACTOR** – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

2.14 **CONTRACTOR Program Director** – means the individual designated by CONTRACTOR who is responsible for managing all phases of the CONTRACTOR'S operations and interfacing with the COUNTY Program Manager relating to this Contract.

2.15 **Corrective Action Plan** – means a plan developed by the COUNTY Program Manager to meet deficiencies in the CONTRACTOR'S THP+FC program identified by the COUNTY Program Manager.

2.16 **COUNTY** – means the County of Los Angeles and includes the Department of Children and Family Services.

2.17 **COUNTY Program Manager** – means the COUNTY representative responsible for daily management of Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

2.18 **Day or Days** – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.

2.19 **DCFS** – means COUNTY's Department of Children and Family Services.

2.20 **Decertified Employee** – means an employee or volunteer of the CONTRACTOR whose authorization to work directly with THP+FC Participants has been revoked by either the CONTRACTOR of COUNTY Program Manager. Decertified employees or volunteers are prohibited from having any further contact whatsoever with THP+FC Participants.

2.21 **Deputy Probation Officer (DPO)** – means Probation Officer(s) employed by the Probation Department who manages caseloads of youth under the supervision and custody of the Probation Department.

2.22 **Direct Care Staff** – means a CONTRACTOR'S Certified employees that provide care, training, supervision, tutoring or any other task or service that involves dealing directly with THP+FC Participants individually or as a group. CONTRACTOR'S Direct Care Staff shall not take the place of required Social Work staff nor shall Direct Care Staff be solely responsible for the duties/responsibilities required of Social Work staff including but not limited to working directly with COUNTY CSW/DPO.

2.23 **Director** – means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.

2.24 **Extended Foster Care (EFC)** – means a program which allows California to extend foster care up to age 21 for young adults who meet the federal participation criteria for continued eligibility after age 18, including those served under a State-Tribe IV-E agreement and supervised by probation.

2.25 **Facility** – means all components of the THP+FC facility including administrative functions and the operation of the THP+FC unit.

2.26 **Fiscal Year(s)** – means the 12 month period beginning July 1st and ending the following June 30th.

2.27 **Good Standing** – means a provider shall not have a pattern of egregious deficiencies which may have resulted in corrective action or other administrative actions by the County or Community Care Licensing, and no substantiated allegations of abuse or neglect.

2.28 **Health and Education Passport Binder (HEP)** – means a binder that contains a summary of the THP+FC Participant's medical, psychological, and educational information.

2.29 **Host Family** – means a placement where the Participant lives with a caring adult who has been selected and approved by the CONTRACTOR. The Participant receives provider-based supportive services and the Host Family provides basic board and care for the Participant.

2.30 **Independent Living Program (ILP)** – means the program authorized under Title 42, Section 677(a)(1) of the U.S. Code (Social Security Act), for services and activities to assist children age 16 or older who are either a dependent (Welfare and Institutions Code Section 300) or a ward (Welfare and Institutions Code Sections 601 and 602) of the court to make the transition to independent living.

2.31 **ILP Transition Coordinator (ILP TC)** – means a Department of Children and Family Services and Probation Department's Youth Development Services Division staff who assist both pre-Transition and Transition Age Youth, ages 14 and over to prepare for adulthood.

2.32 **Licensee** – means the entity licensed by CDSS CCLD that has the authority and responsibility for the operation of the THP+FC facility for Non-Minor dependents.

2.33 **Manual of Policies and Procedures (MPP)** – means the regulations found in the Manual of Policies and Procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).

2.34 **Maximum Contract Sum** – means the total amount to be paid under this Contract.

2.35 **Monthly Allowance** – means the portion of the rate paid by the provider to each foster Participant participating in THP+FC.

2.36 **Neglect** – means the failure to provide a person with necessary care and protection. In the case of a Participant, the term refers to the failure of the CONTRACTOR to provide the care and protection necessary for the Participant's healthy growth and development. Neglect occurs when the Participants are physically or psychologically endangered.

2.37 **Non-Minor Dependent** – means a foster or probation youth who meets the criteria for participation EFC.

2.38 **One-Stop Career Center (One-Stop)** – means a publicly-funded resource for jobseekers and businesses to help individuals in their job search by providing career counselors, computers, reference material and job leads at each of their location. CONTRACTOR may locate the closes One-Stop in Los Angeles County via the Internet at: www.laworkforce.org.

2.39 **Participant** – means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.

2.40 **Permanent Adult Connection (PAC)** – means the person(s) a Participant has established a relationship with that is life-long and provides reliable support to the TAY.

2.41 **Program** – means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

2.42 **Quality Assurance Plan** – means a system developed by CONTRACTOR, which defines all necessary measures taken by the CONTRACTOR to assure that the quality of the CONTRACTOR'S services will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.

2.43 **Remote Site Model** – means a single housing unit where the THP+FC Participant lives independently and where licensee staff do not live in the same building as the participant.

2.44 **Service Planning Area (SPA)** – means one of the eight geographic regions into which the County of Los Angeles has been divided for purposes of managing the delivery of County services.

2.45 **Single Site** – means a placement where the THP+FC Participant lives in an apartment, single family dwelling, or condominium rented or leased by the licensee, in which one or more adult employees reside and provide supervision.

2.46 **State** – means the government of California.

2.47 **Technical Review** – means a COUNTY evaluation of a CONTRACTOR'S THP+FC program to ensure effective implementation and Contract compliance.

2.48 **THPP** – means Transitional Housing Placement Program.

2.49 **Transitional Housing Placement Plus Foster Care (THP+FC)** – means a community care facility licensed by the CDSS CCLD, and includes all components of the program that provides supervised housing and supportive services for eligible non-minor dependents.

2.50 **THP+FC Participant Record Folder (TPRF)** – means a folder that contains reports, case plan, case plan updates, medical records, data, and all other information or documents required for the THP+FC Participant.

2.51 **Transitional Housing Placement Plus Foster Care Participant** – means a foster youth placed in a THP+FC Unit who also may be referred to as "Participant."

2.52 **Transitional Housing Placement Plus Foster Care Staff Residential Unit (THP+FC Staff Residential Unit)** – means a location or official home where ONLY the adult employee(s) of the CONTRACTOR and their child(ren), if applicable reside(s) as specified in Health and Safety Code Sections 1559.110(d)(2) and (3).

2.53 **Transitional Housing Placement Plus Foster Care Unit** – means the residence where the THP+FC Participant(s) resides, and may also be referred to as "Unit."

2.54 **Transitional Independent Living Plan (TILP)** – means a written service delivery plan that identifies the Participant's current level of functioning, emancipation goals and the specific skills needed to prepare the Participant to live independently upon leaving foster care.

3.0 FUNDING FOR THE CONTRACT

3.1 Transitional Housing Placement Plus Foster Care is funded by Title IV-E Aid to Families with Dependent Children-Foster Care (AFDC-FC). CONTRACTOR must maintain eligibility for payment for AFDC-FC funding source.

3.2 Failure to maintain eligibility for payment from AFDC-FC funding sources is a material breach. (See Part II, Section 50.0, Termination for CONTRACTOR'S Default, subparagraph 50.1.1.)

4.0 TERM

4.1 The term of this Contract shall commence on January 1, 2015, or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on December 31, 2015, or one year from the date of execution by the Director of Children and Family Services, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

4.2 COUNTY shall have the sole option to extend the Contract term for up to two additional one-year periods for a maximum total Contract term of three years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.

4.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

4.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event,

CONTRACTOR shall send written notification to the COUNTY Program Manager.

4.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the Contract term, after CEO approval, for a period not to exceed six (6) months beyond December 31, 2017, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

5.0 CONTRACT SUM

5.1 COUNTY and CONTRACTOR agree that in the event the State of California fails to pay the COUNTY claim for THP+FC services provided by the CONTRACTOR, the COUNTY is not financially liable to the CONTRACTOR.

5.2 COUNTY and CONTRACTOR agree that the payments referenced in this Contract are based on rates established by California Department of Social Services (CDSS), Foster Care Rates Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in this Contract and in the Statement of Work (Exhibit A), for each place Non-Minor Dependent (NMD), at the Transitional Housing Placement + Foster Care rate(s) established for placements at the site(s) covered by this Contract.

5.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment or reimbursement for tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

5.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-III, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

5.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract.

5.6.1 Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon.

5.6.2 The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This budget is attached hereto and incorporated by reference herein as Exhibit A-III, Line Item Budget.

6.0 INSURANCE REQUIREMENTS

6.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 6.1 and 6.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

6.1.1 Evidence of Coverage and Notice to COUNTY**:** A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

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

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

6.1.2 Additional Insured Status and Scope of Coverage**:** The County of Los Angeles, its Special Districts, Elected Officials, Officers,

Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

6.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

6.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

6.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

6.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this

Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

6.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

6.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

6.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

6.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.1.11 Application of Excess Liability Coverage: CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

6.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

6.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

6.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

6.2 Insurance Coverage Requirements:

6.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

6.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

6.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the

COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

6.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

6.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

7.0 INVOICES AND PAYMENTS

7.1 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

7.2 CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) THP+FC rates or, for a CONTRACTOR vendored by a Regional Center, authorization for payment with AFDC-FC funds throughout the term of the Contract. A copy of the current rate letter shall be included in the Program Statement. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Transitional Housing Placement Plus Foster Care Rates established by the CDSS Foster Care Funding and Rates Bureau.

7.3 The monthly rate per THP+FC Participant is $2,797 (Remote Site), $2,797 (Single Site) and $2,225 (Host Family).

7.4 CONTRACTOR shall complete and submit vouchers in arrears for services rendered in the previous month. All vouchers shall be received within five (5) days of the last day of the previous month. Vouchers for DCFS shall be sent to:

Department of Children and Family Services
Vendor Voucher Validation Unit
P.O. Box 368
Glendora, CA 91740-0368

7.5 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.

7.6 In addition to the requirements in Exhibit A, SOW, CONTRACTOR shall notify the DCFS Foster Care Payment Hotline at (800) 697-4444 for DCFS children or the Probation Unit at (323) 226-8600 for Probation children within 24 hours whenever a Placed Child leaves CONTRACTOR's program. Prior to a Probation youth being moved from one site/home to another, an authorization letter signed by the Central Placement Director must be received from Probation.

7.7 CONTRACTOR agrees placement lasting less than a full month shall be prorated. Placement shall commence the Day the child is placed with CONTRACTOR and terminate the day before the Placed Child is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child, CONTRACTOR shall document COUNTY Worker's agreement to pay for the open bed in the Placed Child's record and shall request a written faxed confirmation from COUNTY Worker. DCFS will not pay for an open bed for a period in excess of seven (7) Days. Probation will not pay for an open bed for a period in excess of three (3) Days.

7.8 Should CONTRACTOR, after having a THP+FC Participant admitted to a psychiatric or medical hospital, unilaterally decide not to take the participant back, all foster payments made to CONTRACTOR to keep the space available for that THP+FC participant shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.

7.9 CONTRACTOR shall notify COUNTY, within thirty (30) days of the receipt of any payment that is incorrect. Notification must be made by completing the Payment Resolution Notification Form (COV 71) (Exhibit B, Attachment P) and faxing it to (626) 691-1136. Interest charges may be assessed from the 30th day following identification and written confirmation by the COUNTY of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor-Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.

7.10 COUNTY will resolve payment discrepancies within thirty (30) days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within 30 days of written notice of payment resolution to CONTRACTOR.

7.11 In the event that COUNTY identifies an excess payment made to CONTRACTOR, including but not limited to excess payments for clothing allowance, vouchers submitted after placement termination, and/or any other excess funds issued by COUNTY on behalf of Placed Children during the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. In addition, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

Fiscal Monitoring and Special Payments Section
Administrative Services Manager III
425 Shatto Place, Room 304
Los Angeles, CA 90020

7.12 CONTRACTOR is responsible for the accuracy of vouchers submitted to COUNTY. It is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the vouchers submitted and to notify COUNTY within thirty (30) Days of the receipt of any payment that is incorrect.

7.12.1 All correspondence regarding payment errors shall be sent by either facsimile or first class mail, or by electronic mail.

7.12.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR shall notify COUNTY by written notice and upon written confirmation by COUNTY of the excess payment amount, CONTRACTOR shall return all excess payments within thirty (30) Days to:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services
Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the notices/payment to:

County of Los Angeles
Department of Children and Family Services
Attention: THP+FC Program Manager
3530 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90010

7.12.3 CONTRACTOR shall return the excess payment to COUNTY, or enter into a payment agreement with COUNTY, to repay the excess amount received, within another mutually agreed upon time frame. CONTRACTOR may register a notice of dispute with accompanying documents to:

DCFS Finance Services Division
Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

7.12.4 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP within five (5) calendar days.

7.13 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

7.14 CONTRACTOR agrees that when a sustained overpayment, as described in WIC 11466 et seq. is identified, CONTRACTOR shall repay to the State the amount of the overpayment including interest in accordance with WIC 11466 et seq.

7.15 In the event CONTRACTOR identifies an excess payment made by the COUNTY, CONTRACTOR will notify the COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) days to the address above.

7.16 In the event COUNTY discovers a payment made to CONTRACTOR which can be defined as an Overpayment, for incorrect or inaccurate vouchers, for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306 and 11-404, inclusive, during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.

7.17 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231(a)-(b).

7.18 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing and/or State Fair Hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.

7.19 If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. CONTRACTOR, if foregoing an informal hearing, must request the State Fair Hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.

7.20 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the Contract, by and between COUNTY and CONTRACTOR.

7.21 In matters involving Overpayments, governed by MPP 45-304 through 45-306 and 11-404 inclusive, and if the amount is determined collectible, CONTRACTOR will have thirty (30) Days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will

be compliant with hearing procedures set forth in MPP 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forego an informal hearing and request a State Fair Hearing within ninety (90) Days from the date of COUNTY'S mailing of State Form Notice of Action 1261. If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Failure to meet the respective time periods to request a hearing, either informal or formal, shall foreclose requests for due process set forth in MPP 45-306.1 through .3, and will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66, inclusive, including the implementation of additional contractual actions set forth in this Contract.

7.22 With regards to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.

7.23 The COUNTY may, at its discretion, implement an alternative payment system to replace the current voucher payment system. Any changes to the payment system will be discussed with the CONTRCTOR prior to implementation.

7.24 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

8.0 BACKGROUND AND SECURITY INVESTIGATIONS

8.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the background investigation.

8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

8.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.

8.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

8.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

9.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS

9.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to Sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records pertaining to the treatment or supervision of the child shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or

photograph or videotape a Place Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the placed child's confidentiality.

9.1.1 If CONTRACTOR'S staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.

9.1.2 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

9.2 CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

9.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."

9.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgement and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

9.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "Contractor's Non-Employee Acknowledgement and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

9.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

9.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to

CONTRACTOR's computer or computers containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

9.8 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 9.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 9.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

9.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

9.10 Confidentiality Requirements for Probation

9.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05 and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

9.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign, Attachment N, "Confidentiality of CORI Information," regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to COUNTY Program Manager (Probation) within five (5) business days of start of employment.

10.0 CONTRACTOR'S STAFF IDENTIFICATION

10.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

11.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

11.1 This Contract is subject to the provisions of the COUNTY ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

11.2 COUNTY's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.

11.3 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

11.4 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

11.5 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

11.5.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

11.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

11.5.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

11.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

12.0 USE OF FUNDS

12.1 All uses of funds paid to and Expended by CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY. Upon notice by CONTRACTOR, COUNTY will, upon verification by COUNTY, reduce the audit disallowance claimed by COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by COUNTY's audit.

12.2 CONTRACTOR shall be organized and operated as a Federal Tax Exempt (if applicable) and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.

12.3 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the County current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles

included in OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B, Attachment E).

12.4 CONTRACTOR shall Expend THP+FC funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THP+FC participants. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400 and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B, Attachment E). Any THP+FC funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlines in Part II, Standard Terms and Conditions Section 39.0, Notice of Dispute.

12.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of THP+FC funds, paid to and expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THP+FC participants, and to determine the appropriate disposition of unallowable expenditures.

12.6 Total accumulated unexpended funds (TAUF) shall include: 1) CONTRACTOR'S un-Expended funds; and 2) CONTRACTOR'S accumulated, unexpended THP+FC funds received from COUNTY between January 1, 2015, through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to January 1, 2015. CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit A-IV).

12.7 At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than one month budgeted revenues for COUNTY'S THP+FC Program for its next fiscal year may be retained by CONTRACTOIR for future use for the benefit of THP+FC participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR'S TAUF, at the end of June 30, o each year the Contract is in place exceeds the TAUF Ceiling, CONTRACTOR shall return to COUNTY a Cashier's check with the Semi-Annual Report to:

County of Los Angeles
Department of Children and Family Services
Accounting Division: Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

13.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 13.2, 13.3, and 13.4 are internal DCFS procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit B, Attachment M, DCFS/THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures.

13.1 Corrective Action Plan (CAP)

When DCFS reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS may require CONTRACTOR to provide a Corrective Action Plan and DCFS and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit B, Attachment M, DCFS Transitional Housing Placement Plus Foster Care (THP+FC) Contract Investigation/Monitoring/Audit Remedies and Procedures

13.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant

administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 13.1, and as further described in Exhibit B, Attachment M, DCFS Transitional Housing Placement Plus Foster Care Contract Investigation/Monitoring/Audit Remedies and Procedures.

13.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR Status), when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, is issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 13.1, and as further described in Exhibit B, Attachment M, DCFS THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures.

When DNR Status is implemented, a CAP may be established, as provided in Exhibit B, Attachment M, DCFS THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures. DNR Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit B, Attachment M, DCFS THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures.

13.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 13.1, and as further described in Exhibit B, Attachment M, DCFS THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit B, Attachment M, DCFS THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures.

13.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS' decision to place CONTRACTOR on Hold or intention to implement Do Not Refer, or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit B, Attachment M) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit B, Attachment M, DCFS THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures).

13.6 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS local agency policies and procedures (please refer to Exhibit B, Attachment M) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part II, Standard Terms and Conditions, Section 39.0, Notice of Dispute

13.7 Termination Status

Nothing herein shall preclude the COUNTY from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default. COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS local agency grievance policies and procedures will occur.

14.0 INDEMNIFICATION

14.1 The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

14.2 CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Agreement and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Part I, Unique Terms and Conditions, Section 6.0, Insurance Requirements, Subsection 6.2.3 to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Contract.

14.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in Part II, Standard Terms and Conditions, Section 32.0, Independent Contractor Status, Subsections 32.1 and 32.2.

15 FINANCIAL REPORTING

15.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Revenue and Expenditure Report (Exhibit A-IV). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator.

15.2 The Semi-Annual Revenue and Expenditure Report shall be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.

15.3 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.

15.4 In the event that the expenditure report is not filed timely, COUNTY may limit additional THP+FC participants.

15.5 The Semi-Annual Revenue and Expenditure Report and total program cost display shall be mailed to:

Department of Children and Family Services
Accounting Division: Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

16.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS

16.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.

16.2 Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars ($5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

16.3 CONTRACTOR shall for any Real Property, land, or Fixed Asset costing $35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase including Capital Leases as defined by Generally Accepted Accounting Principles, (GAAP), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 12.0, Sub-section 12.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by certified mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.

16.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 16.3 may be purchased and owned by CONTRACTOR as

provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in sub-section 16.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 16.2 and 16.3, shall be deemed owned by CONTRACTOR.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment I, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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

2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract.

In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.

7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the

right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

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

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

11.0 COMPLAINTS

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy

efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

12.1.2 For contract over $10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable

relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR.

"Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements,

shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

21.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate

any or all existing contracts the CONTRACTOR may have with the COUNTY.

21.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors, finds in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR

has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

21.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing-business/DebarmentList.htm
- State: http://www.dir.ca.gov/dlse/debar.html
- Federal: http//www.epls.gov/epls/search.do?multiName=true

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B, Attachment K the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order

to protect the COUNTY and its taxpayers. A CONTRACTOR that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

23.0 CONTRACTOR'S WORK

23.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

23.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>: CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

25.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of CONTRACTOR to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above shall constitute default under this agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this agreement, failure of CONTRACTOR to cure such default within ten (10) calendar days of notice shall be grounds upon which COUNTY may terminate this agreement and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

26.0 EMPLOYEE BENEFITS AND TAXES

26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

27.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

27.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

28.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

28.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

29.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability,

including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

30.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEPENDENT CONTRACTOR STATUS

32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

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

33.0 LIQUIDATED DAMAGES

33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the

CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-I, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at

http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.

36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under this Contract or under any project, program or activity supported by this Contract.

36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

38.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the

performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Exhibit B, Attachment F.

41.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit B, Attachment I, CONTRACTOR's Administration and Attachment J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the

Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET,” “PROPRIETARY,” or “CONFIDENTIAL.”

43.4 COUNTY will use reasonable means to ensure that CONTRACTOR’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:

43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;

43.5.2 Any materials, data and information covered under Sub-section 43.2; and

43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

43.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with

California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

46.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

47.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

48.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment H, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SHRED DOCUMENT

49.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

49.2 Documents for record and retention purposes in accordance with Subsection 46.2 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet

the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such

termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

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

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

56.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

57.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

58.0 WARRANTY AGAINST CONTINGENT FEES

58.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

58.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

59.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Children and Family Services

_____
CONTRACTOR

By_____

Name _____

Title _____

By _____

Name _____

Title _____

_____
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

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

TABLE OF CONTENTS

SECTION **PAGE**

PART A – PREAMBLE

PART B – PROJECT FOUNDATION

1.0 BACKGROUND 2
2.0 SERVICE DELIVERY SITES 3
3.0 STAFFING RATIOS AND QUALIFICATIONS 9
4.0 PROGRAM MANAGEMENT REQUIREMENTS 15
5.0 COUNTY'S GENERAL RESPONSIBILITIES 15
6.0 CONTRACTOR'S RESPONSIBILITIES 16
7.0 TARGET POPULATION 20
8.0 REFERRAL AND SCREENING PROCESS 21
9.0 SCOPE OF WORK 25
10.0 REPORTING REQUIREMENTS.....46
11.0 RECORD KEEPING 52
12.0 PERFORMANCE EVALUATION 63
13.0 QUALITY ASSURANCE AND FAILURE TO PERFORM 65
14.0 PERFORMANCE OUTCOME GOALS 66

PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS .....

1.0 SAFETY 67

2.0·····WELL-BEING/SELF-SUFFICENCY.....68

EXHIBIT A - ATTACHMENTS

Attachment I- Performance Requirements Summary

Attachment II- SPA MAP

Attachment III- Intentionally Left Blank

Attachment IV- Extended Foster Care Definitions of the Five Participation Conditions

Attachment V- Report Outline

EXHIBITS

A-1 Transitional Independent Living Plan

A-2 Agency Placement Agreement

A-3 Declaration In Support Of Access to Juvenile Court Records

A-4 Placement Information and Authorization Form

A-5 Unit Verification Form

A-6 Furniture Inventory Form

A-7 Participant Occupancy Form

A-8 Mandatory Orientation Checklist

A-9 Foster Youth Bill Of Rights

A-10 Personal Rights

A-11 Participant Inventory

A-12 Monthly Fines Log

A-13 Monthly Allowance Log

A-13a Monthly Savings Ledger

A-14 Routine Chores Log

A-15 Intentionally Left Blank

A-16 Medication Disposition Log

A-17 Participants Medication Log

A-18 Daily Educational Log

A-19 Special Incident Reporting Guide for THPP

A-20 Progress Report

A-21 Participant's Monthly Survey

A-22 Declaration of Compliance

A-23 Certified Employees/Volunteers Report

A-24 Decertification Report

A-25 Quarterly Report

A-26 Annual Report

A-27 Agency Monthly Report

A-28 Release of DCFS Case Records to Service Providers

A-29 Entry Assessment

A-30 Bi-Annual Assessment

A-31 Exit Assessment

A-32 Legal Rights of Teens in Out of Home Care

A-33 Background Summary

A-34 Casey Life Skills Assessment

A-35 Contract Regarding Participant's and Provider's Rights and Responsibilities

A-36 Aftercare Contact Form

A-37 Foster Youth Reproductive Health and Pregnancy

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 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 <u>State Certified Units</u>

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.

2.3.3 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).

2.3.3.1 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.

2.3.3.2 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.

2.3.4 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 used.

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

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.

2.4.3 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.

2.4.4 CONTRACTOR shall agree to the following requirements:

2.4.4.1 THP+FC foster and probation Participants may be placed together with the mutual consent of the CSW and DPO

2.4.4.2 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

2.4.4.3 No more than three THP+FC Participants shall share a Unit

2.4.4.4 No more than one Participant shall occupy a bedroom

2.4.4.5 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

2.4.4.6 No more than two THP+FC Participants shall share a refrigerator

2.4.4.7 No more than two THP+FC Participants shall share a bathroom

2.4.4.8 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

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

2.4.4.10 More than two THP+FC Participants in a unit require dishware for a minimum of eight people

2.4.4.11 If THP+FC Participant is transitioning from CONTRACTOR'S THPP, CONTRACTOR shall conduct an inventory of Participant's items to determine if new and/or additional items are needed for the THP+FC Unit

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

2.4.4.13 CONTRACTOR shall provide a fire extinguisher in each THP+FC unit

2.4.4.13.1 CONTRACTOR shall provide training on the use of the fire extinguisher. Proof of training shall be filed in TPRF

2.4.4.14 No more than two THP+FC Participants shall share a telephone or telephone line

2.4.4.15 Should three THP+FC Participants share a unit, CONTRACTOR shall provide two refrigerators, two bathrooms, two telephones, and two telephone lines

2.4.4.16 CONTRACTOR shall provide each THP+FC Participant with a towel rack, soap bar dish and space for toothbrush, etc

2.4.4.17 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

2.4.4.18 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

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

2.4.4.20 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

2.4.4.21 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

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

2.4.4.23 Bunk beds, cots, rollaway beds or futons shall not be used by Participants or their child(ren) for beds

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

2.4.4.25 Upon placement CONTRACTOR shall provide each Participant and his/her child(ren) new linens and a new mattress and box spring

2.4.4.26 CONTRACTOR shall not provide used or second-hand linens or mattress/box spring to THP+FC Participants or their child(ren)

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

2.4.4.28 A working carbon monoxide detector in the hallway is required

2.4.4.29 CONTRACTOR shall provide parking space(s) for THP+FC Participants with automobiles

2.4.4.30 CONTRACTOR shall ensure each THP+FC Participant and his/her child(ren) has a bed that meets their needs

2.4.4.31 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)

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

2.4.4.33 CONTRACTOR shall replace furniture that is worn and no longer usable for its purpose

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

2.4.4.35 CONTRACTOR shall have Units repainted as needed and at least once every three years

2.4.4.36 CONTRACTOR shall replace carpet every seven years and other flooring as needed

2.4.4.37 Fire Clearances shall be secured and maintained as required by CONTRACTOR for each THP+FC Unit

2.4.4.38 Copies of a current emergency plan specific to the THP+FC Unit location shall be given to each THP+FC Participant upon placement

2.4.4.39 THP+FC Participants of the opposite sex, including siblings, shall not share a unit

2.4.4.40 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 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 not be more than 30 minutes (one-way) travel time, when using public transportation, from 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, 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 3.2.1 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 utilize by CONTRACTOR under this Contract.

3.1.6 All THP+FC 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.

3.1.7 Additionally, all THP+FC 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.

3.2 <u>Minimum Qualifications</u>

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 <u>Certification and Training</u>

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 topics related to the target populations.

3.2.9 <u>Monitoring</u>

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-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 of being contacted.

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 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 <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

- 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.

6.20 CONTRACTOR shall contact Participants daily 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 the DCFS-placed Participant's 90-day Transition Conference to assist regional staff in planning for Participant's transition from THP+FC.

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

6.25 CONTRACTOR shall provide supportive services to assist Participant in maintaining his/her AB 12/EFC participation condition.

6.26 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.

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

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 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 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 with all THP+FC Participants and shall have in-person/face to face contact at least weekly.

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.

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 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).

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 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.

9.3.8.2 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).

9.3.10 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 $420 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. 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.

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. 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, 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.

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 complete a Special Incident Report and schedule a stabilization meeting for the Participant.

9.3.10.13 CONTRACTOR shall notify CSW/DPO and CPM of 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 <u>Recreation</u>

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 such as outings to the park, beach, movies, sporting events, concerts, cultural events, community events and other forms of recreation.

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 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 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 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.

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

9.3.15.10 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 THP+FC 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 THP+FC 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, 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 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 <u>Money Management/Financial Literacy Skills Training</u>

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 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.

9.4.9.4 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.

9.4.11 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 Surveys for Each Youth

CONTRACTOR shall attach to the Monthly Agency Report, the Participant's Monthly Surveys (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. THP+FC Participant's Monthly Surveys 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 Reports 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 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 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 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 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 fails to provide receipts and/or purchases disallowed items, CONTRACTOR shall 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 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 this/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 calendar days of a THP+FC 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.

11.4.1 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.

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, 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, 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 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).

11.9.1 CONTRACTOR shall contact each THP+FC 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 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 maintain a Daily Educational Log (Exhibit A-18) for each THP+FC Participant to indicate how much time each THP+FC 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 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.

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 each THP+FC 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 THP+FC Participant and ensure to the extent feasible that the Participant maintains at least a "C" grade point average while attending school.

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 CONTRACTOR'S Employee and Volunteer Records

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 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.

11.15.6 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.

11.15.7 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.

11.15.8 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.

11.15.9 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.

11.15.10 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.

11.15.11 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 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		

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

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?)

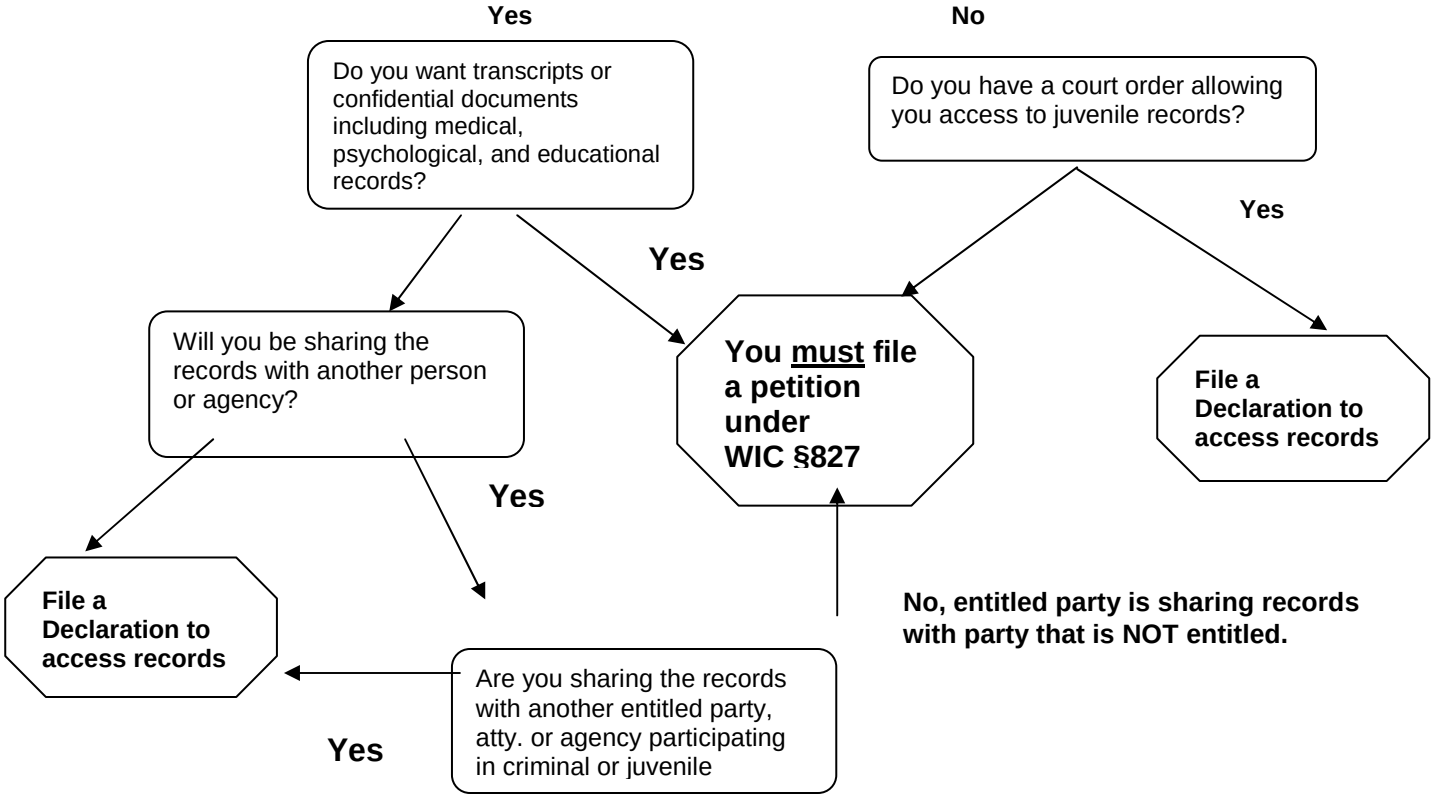


EXHIBIT A-4

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 _____

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).

25Residents 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: _____

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	$150.00	$			$			$
LAUNDRY/ DRYCLEANING	$25.00	$			$			$
TOILETRIES	$15.00	$			$			$
CLOTHING	$50.00	$			$			$
CLEANING SUPPLIES	$15.00	$			$			$
BUS PASS	$40.00	$			$			$
RECREATION	$25.00	$			$			$
SAVINGS	$75.00	$			$			$
MISC.	$25.00	$			$			$
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

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

FURNITURE CLEAN AND DUSTED
FLOOR VACUUMED
WINDOWS AND SILLS CLEAN
WINDOW COVERINGS CLEAN
LIGHT FIXTURES CLEAN
NO TRASH IN ROOM
AREA NEAT AND ORDERLY

COMMON AREAS

CLEAN AND NEAT
WALKWAYS SWEPT
DOORMAT CLEAN

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	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						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /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.

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.

TABLE OF CONTENTS

TYPE OF INCIDENT **PAGE #**

1. **BEHAVIORAL/MENTAL HEALTH INCIDENT**. 2
2. **INJURY, ILLNESS OR ACCIDENT**. 2
3. **DEATH**..... 2
4. **UNAUTHORIZED ABSENCE**. 3

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

EXHIBIT A-23

☐ 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

☐ 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

TABLE OF CONTENTS

INTRODUCTION

KNOW YOUR RIGHTS 1

YOUR GROUP OR FOSTER HOME'S RESPONSIBILITIES 2

YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES 2

COMPLAINTS 3

ENTERING THE SYSTEM 4

ROLE OF THE COURTS 5

OUT-OF-HOME CARE 11

TYPES OF PLACEMENTS 13

SURVIVING THE SYSTEM 14

TELEPHONE CALLS 15

VISITATION 17

HEALTH CARE 18

PREGNANCY 20

EDUCATION 22

RELIGION 24

IMMIGRANT STATUS 25

LESBIAN, GAY, TRANSGENDER, QUEER AND QUESTIONING (LGBTQ) YOUTH .. 27

CONFIDENTIALITY AND YOUR RECORDS 28

DRIVING 29

PREPARING TO LEAVE THE SYSTEM 31

PREPARATION BY YOUR SOCIAL WORKER 32

INDEPENDENT LIVING AND TRANSITIONAL HOUSING 33

MONEY AND JOBS 34

LEAVING THE SYSTEM 37

EMANCIPATION 38

TRANSITIONAL MEDI-CAL 39

TRANSITIONAL HOUSING PROGRAM PLUS (THP+) 40

ACCESS TO AND SEALING OF RECORDS 41

USEFUL RESOURCES 43

DEFINITION INDEX 47

ENDNOTES 48

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?

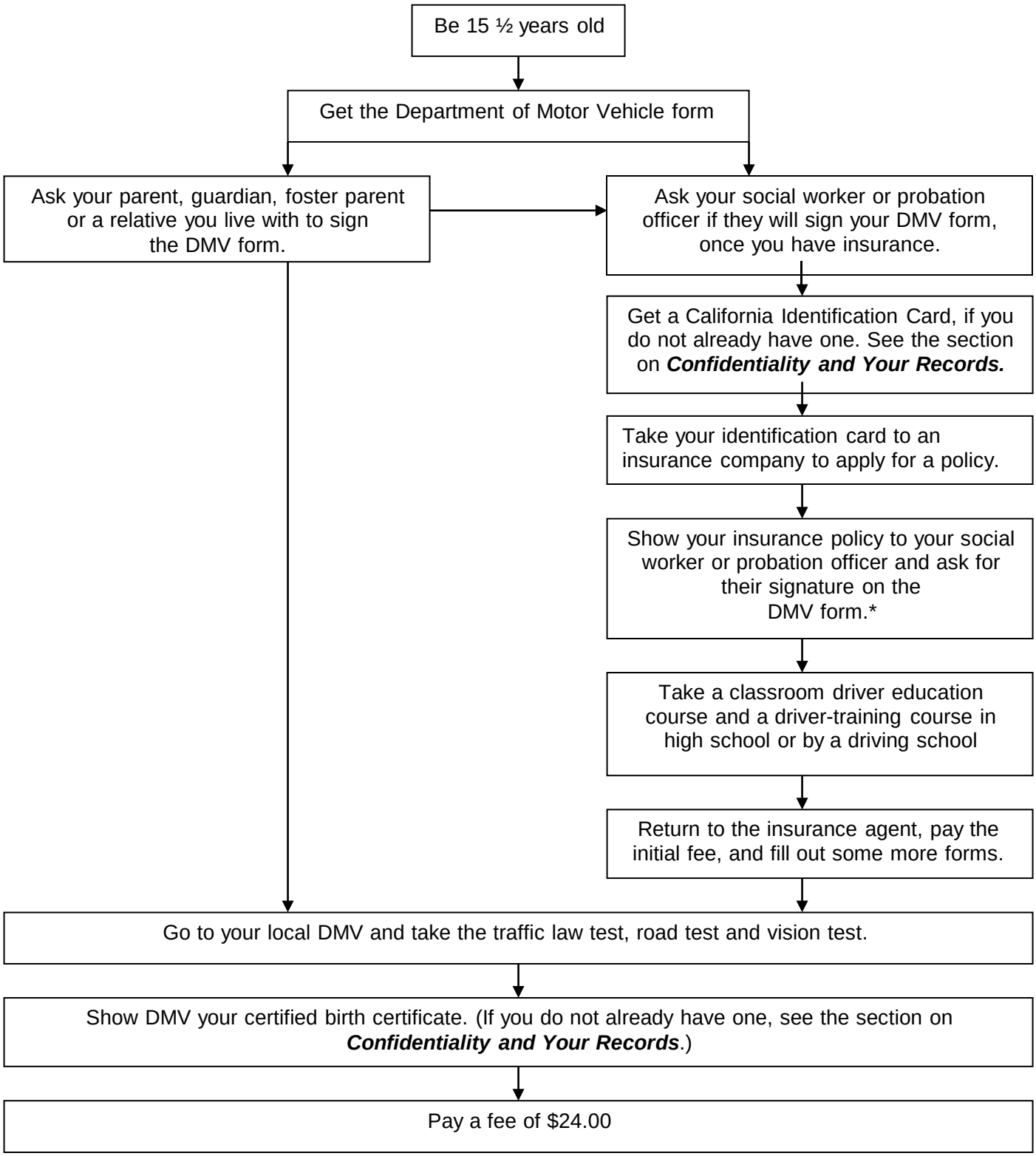
If no one will sign, you can get your probation officer or social worker to sign. They'll tell your foster parents that they're signing for you.[150] But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license.* The probation officer, social 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)

DEFINITION INDEX

The number refers to the page number that has a definition for the word.

Adoption, 7

Case Plan, 11

Consent, 28

Court Placement, 13

Delinquent, 5

Dependent (of the Court), 5

Dependency Status Review, 6

Deportation, 25

Emancipation, 38

Emancipation Account, 36

Foster Care, 11

Foster Home, 13

Foster Parent, 13

Group Home, 13

Independent Living Skills Program. 33

Juvenile Court, 5

Kinship Care, 13

Legal Custody, 13

Guardianship, 7

Guardian, 7

Out-of-Home Care, 11

Permanency Planning Hearing, 6

Juvenile Court Petition, 5

Physical Custody, 13

Reunification Plan, 11

Sealing Records, 41

Shared Responsibility Plan, 20

Social Study, 6

Special Immigrant Juvenile Status, 25

Status Offender, 5

Sustain. 5

Transitional Housing. 33

Transitional Independent Living Plan, 12

Voluntary Placement, 13

Ward, 5

Whole Family Foster Home, 20

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)

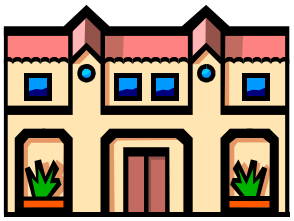
209. WIC 389(c)

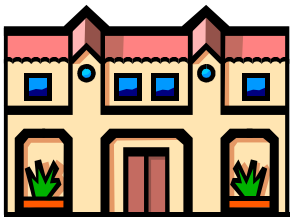
210. WIC 826(a)

211. *Id.*

212. WIC 16164, 16165, 16001.9(a)(8)

EXHIBIT A-33





DEPARTMENT OF CHILDREN AND FAMILY SERVICES
YOUTH DEVELOPMENT SERVICES (ILP)
LOS ANGELES COUNTY
TRANSITONAL HOUSING PLACEMENT PROGRAM
THPP STEERING COMMITTEE YOUTH BACKGROUND SUMMARY

- **Background**- Delinquent history/substance abuse history and family relationship and status.
- **Adjustment to placement**- Placement history, completion of chores, curfew, interaction with peers and staff.
- **CSWCSW Assessment –** Letter regarding the youth.
- **Employment**- Work history.
- **Visitation Plan**- Parents, siblings and adult plan.
- **Counseling**- Behavior health needs and status
- **Medication/Medical** – Physical health needs and status-medication-allergies
- **ILP**- Date of completion of ILP classes.
- **Education**- Educational needs and status
- **Interes**t- Hobbies, activities.
- **Future Plans**- Career goals, college, vocational training.
- **Special Incidents** – Conduct in placements, school and public.

Concerns- Behavior, attitude and criminal behavior.

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, (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 (that match the amount designated for each category) 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 care, 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 40% of the infant supplement payment to help pay for child-related expenses.

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
- 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. 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+FP)

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

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: _____

PART K – EXHIBITS/ATTACHMENTS TO SAMPLE CONTRACTS

ATTACHMENT A

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

_____
Contractor's Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

1.	The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.	YES **[ ]**	NO **[ ]**
2.	The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.	YES **[ ]**	NO **[ ]**
3.	The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.	YES **[ ]**	NO **[ ]**
4.	Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables.	YES **[ ]**	NO **[ ]**

_____
Name of Firm

_____
Print Name and Title

_____ _____
Authorized Signature Date

ATTACHMENT B

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE:_____
(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):_____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:

   a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.

   b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.

   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three (3) years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

_____ _____

AUTHORIZED SIGNATURE DATE

_____

Name / Title / Name of Company or Organization

ATTACHMENT C-1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note to Analyst: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.) Please delete this note prior to release of solicitation and/or contract.

CONTRACTOR NAME _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

ATTACHMENT C-1

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note to Analyst: CONTRACTOR shall ensure that this certification is executed and kept in employee's personnel file and must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.) Please delete this note prior to release of solicitation and/or contract.

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT D

CONTRACT FOR CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AGREEMENT

(Note to Analyst: CONTRACTOR shall ensure that this certification is executed and kept in non-employee's file and must be provided to the County upon request. Work by the non-employee cannot begin on the Contract until this document is executed.) Please delete this note prior to release of solicitation and/or contract.

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT E

AUDITOR–CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.

- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits)
with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number

- Cash debit columns
- Income credit columns for the following accounts:

  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)

- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel,

purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one day of receipt. Collections of less than $500 may be held and secured and deposited weekly or when the total reaches $500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.
Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100 percent of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of $1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORs that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100 percent of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	$250,000
Less Capital expenditures	10,000
Allocable indirect costs	240,000
Total agency-wide indirect salaries	$1,000,000
Indirect cost rate ($240,000/$1,000,000)	24%
Program direct salaries	$100,000
Program indirect costs (24% x $100,000)	$24,000

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:

   - Basis of accounting (cash or accrual)
   - Fiscal year
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
   - Indirect cost rate allocation base

2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

ATTACHMENT F

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than $49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of $829, he or she must file a 2011 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

ATTACHMENT G

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ❑ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ❑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

ATTACHMENT G

"Contractor Employee Jury Service"

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

ATTACHMENT G

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

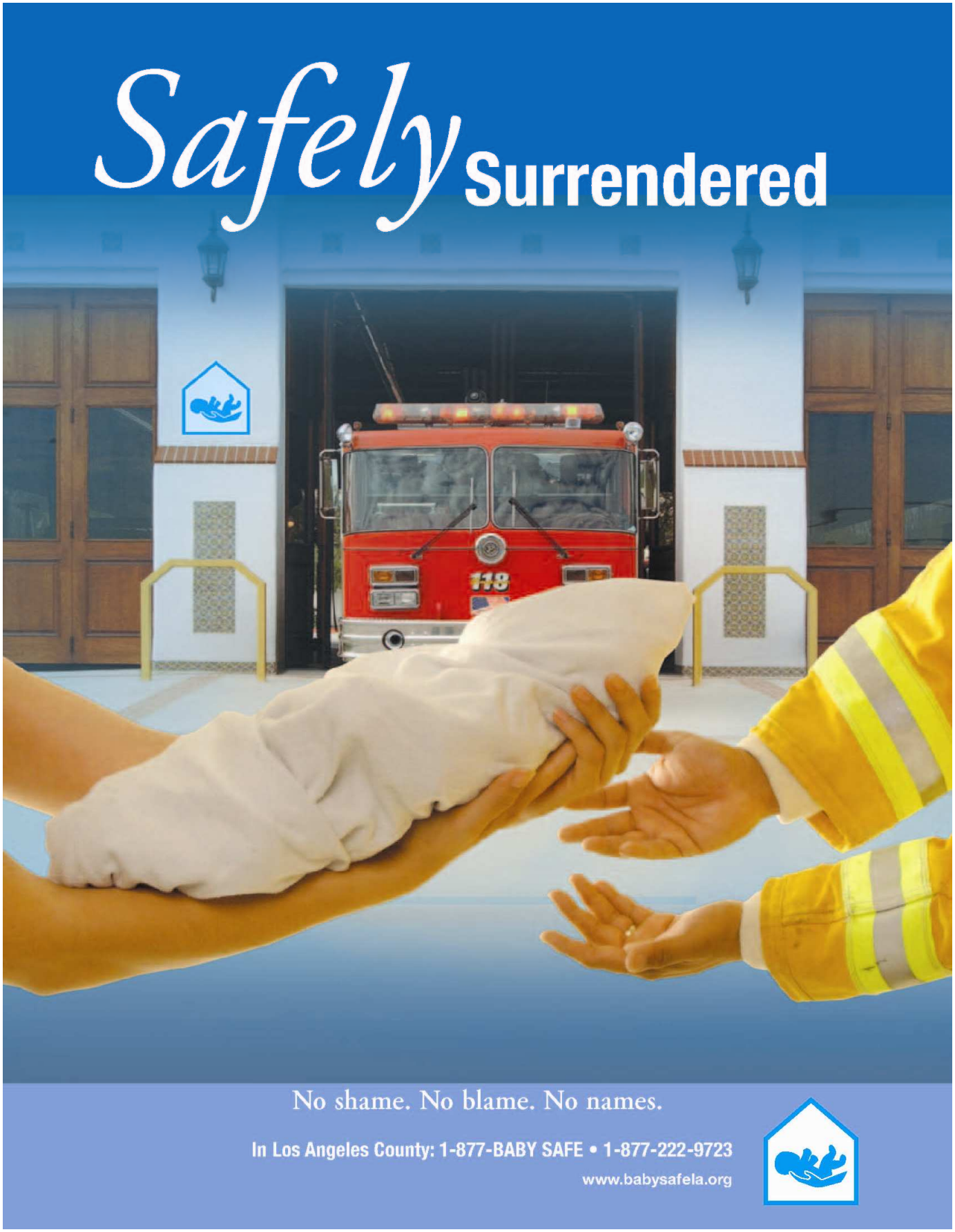
ATTACHMENT H

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

ATTACHMENT H



ATTACHMENT H

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

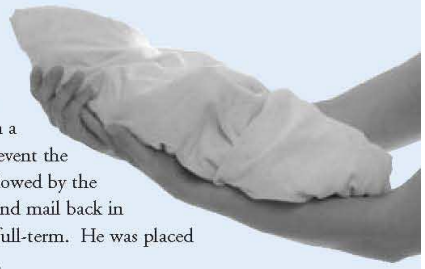
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

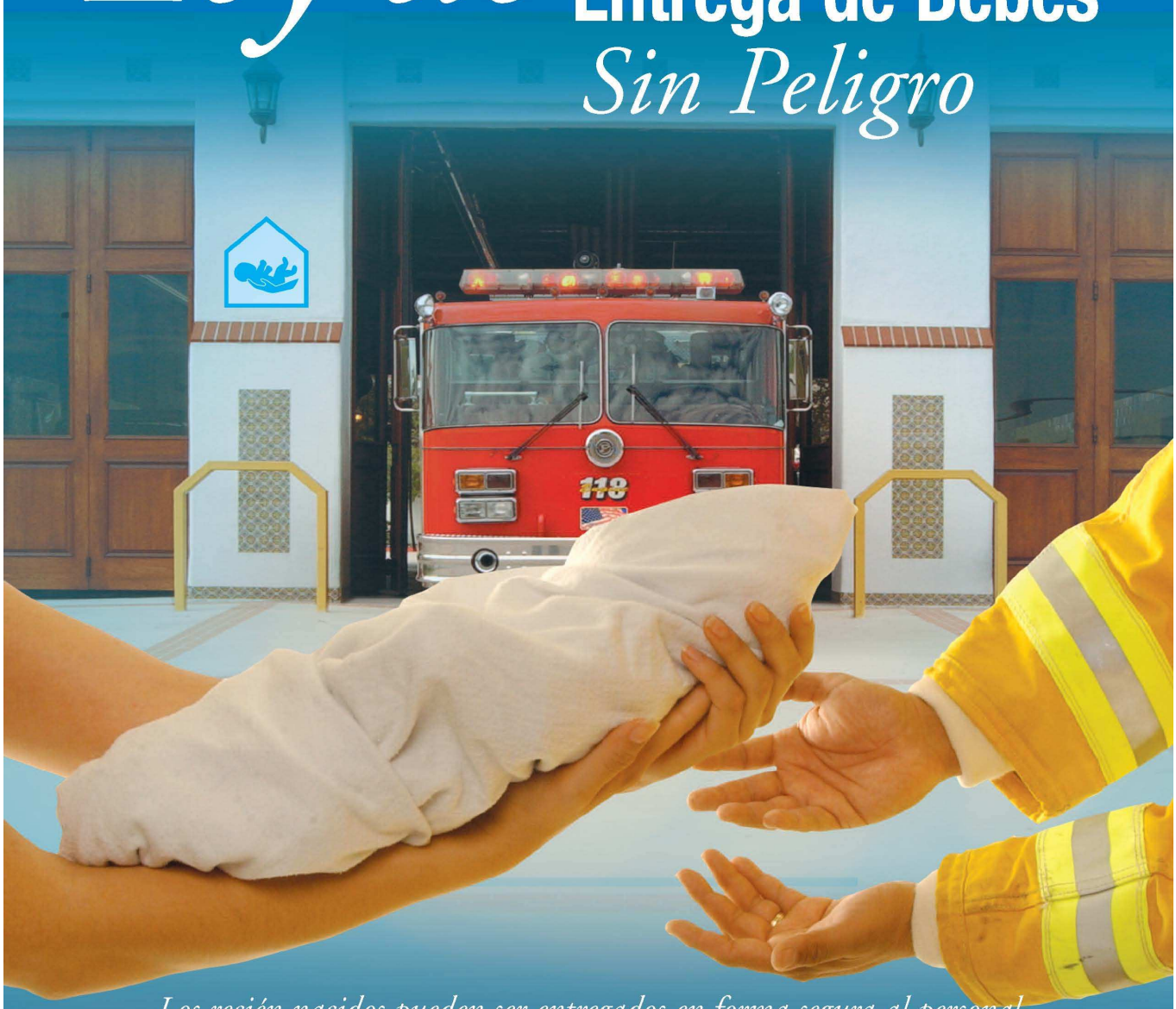
A baby's story



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

ATTACHMENT H

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

ATTACHMENT I

ADMINISTRATION OF CONTRACT

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROGRAM DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

_____

ATTACHMENT J

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

_____ _____
Signature Date

_____
Name and Title (please type or print)

ATTACHMENT L

USER COMPLAINT REPORT
(ENTER NAME OF PROGRAM) SERVICES

This form is to be used by DCFS users of (ENTER NAME OF PROGRAM) services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

☐ Contractor's Program Director is not responding to messages.

☐ Contractor's staff not available or not responding to messages.

☐ Contractor making staff changes without notification to the County.

☐ Illegal or inappropriate behavior by Contractor's staff.

☐ Contractor not submitting reports or maintaining records as required.

☐ Contractor not complying with the quality assurance requirements as specified in the Contract.

☐ Other (describe):

_____

_____

_____

_____

_____

To report an urgent/serious problem, call _____ (enter name of CPM) **at:** _____ (phone # of CPM)

Send UCR to _____
(enter name, title, and complete address of CPM) and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA AND HITECH

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B* , ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

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

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory

devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5" Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

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

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a

governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

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

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER HIPAA AND HITECH

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER HIPAA AND HITECH

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) XXX-XXXX.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health

Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER HIPAA AND HITECH

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs

incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure.

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER HIPAA AND HITECH

For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER HIPAA AND HITECH

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER HIPAA AND HITECH

OPTIONAL: use if Probation youth will be served, remove if not

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

_____
(Signature)

_____
Name (Print)

_____
Title

_____
Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

ATTACHMENT O

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____