



**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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April 23, 2021

Dear Prospective Contractors and Interested Parties:

**ADDENDUM NUMBER TWO
TO REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER CMS 17-0003 FOR
TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD) SERVICES**

Addendum Number Two is issued by the County of Los Angeles Department of Children and Family Services (DCFS) to all holders of the THPP-NMD Services Request for Statement of Qualifications (RFSQ) Number CMS 17-0003. **Addendum Number Two changes the RFSQ number from CMS 17-0003 to CMS 17-0003a, and amends the RFSQ as provided below.** Changes apply only to the referenced parts, sections, and/or subsections that are amended or deleted; all other sections remain in full effect.

A proposer's failure to incorporate the requirements of this Addendum Number Two may result in their statement of qualifications (SOQ) not being considered, as determined at the sole discretion of the County. Revised or new text is underlined and deleted text is ~~struck through~~ in this Addendum Number Two.

The Transitional Housing Placement Program (THPP) services are not being solicited, and the contract has been removed from this RFSQ. This RFSQ solicitation is for Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) services only.

Four of the questions submitted at the Proposer's Conference held on January 8, 2020 contained references to an SOQ submission deadline of February 25, 2020. As that date has passed, the new submission deadline, **June 8, 2021**, has been inserted in each question. The answers to the questions are based on the new submission deadline.

The attachments to the RFSQ are as follows:

1. Attachment A reflects all changes made to the RFSQ. (Only the Statement of Work exhibits and contract attachments that were added or edited in this Addendum Number Two are included in Attachment A.) The page and section numbers in Attachment A may be off due to the insertions and deletions of text.

Prospective Contractors and Interested Parties

April 23, 2021

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2. Attachment B is a clean copy of the RFSQ, with all changes incorporated.
3. Attachment C is the Question and Answer Document from the January 8, 2020 Proposer's conference.
4. Attachment D is the Association of Community Human Service Agencies' Issue Chart.

All other terms and conditions of the RFSQ remain unchanged.

Sincerely,



Leticia Torres-Ibarra, Division Manager
Contracts Administration Division

LTI:FC:ri

ATTACHMENT A

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)

AND/OR

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD)**

CMS 17-0003a



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: April 24, 2018

Revised Date: April 23, 2021

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
~~TRANSITIONAL HOUSING PLACEMENT PROGRAM AND/OR~~
TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS
(CMS 17-0003a)

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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 a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This vision is anchored in the County's shared values of: 1) Integrity, 2) Inclusivity, 3) Compassion, and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. 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 Los Angeles County Department of Children and Family Service (DCFS) 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 (SOQs) from organizations that can provide ~~Transitional Housing Placement Program (THPP) services and/or~~ Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) services. Contracts will be executed with all Proposers that have been determined to be qualified per this RFSQ. ~~This RFSQ solicits for one or both of two separate contracts.~~

~~Proposers may submit a Statement of Qualifications (SOQ) for one or both programs. Proposers must indicate on the Proposer'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 is seeking qualified licensed Proposers to enter into contracts with the County to provide ~~THPP and/or~~ THP-NMD 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 assisting the participants to achieve self-sufficiency through supportive services~~

2.3 The THPP-NMD 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 assisting the participants to 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 Proposer’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 THPP-NMD Programs.

PART C – INSTRUCTIONS TO PROPOSERS: Contains instructions to Proposers on 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 section 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/or Disqualification Review.

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

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

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

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

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

PART L – THPP/THPP-NMD PLAN OF OPERATION GUIDELINES: Contains guidelines information for unlicensed providers for the development submission of the required Plan of Operation (POO) for the June 8, 2021 SOQ submission deadline; and the April 20, 2022 through May 4, 2022 and the April 20, 2023 through May 4, 2023 subsequent submission periods.

PART M – APPENDICES: Contains the appendices referenced in 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 Subsection 4.2 below. 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 Proposer which County records indicate has received this RFSQ.

4.1 Initial Period for RFSQ Release and SOQ Submission:

Agencies who are successful in completing the licensure process with the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) by the June 8, 2021 SOQ submission deadline may submit an SOQ based on the timetable below:

- Release RFSQ: on or about April 23, 2021
- Submission Deadline for Request for Solicitation Requirements Review: **December 30, 2019, 12:00 PM**
- Proposers' Conference: **January 8, 2020, 1:00 PM**
- ~~Written Questions due: **January 8, 2020, at the Proposers' Conference**~~
- ~~Response to Solicitation Requirements Review Released: on or about **January 9, 2020**~~
- Questions and Answers Released: on or about April 23, 2021
- Deadline for SOQ Submission: June 8, 2021, 12:00 PM
- Anticipated Contract Start Date: on or about January 3, 2022

4.2 Subsequent Periods for SOQ Submission:

Agencies who are successful in completing the licensure process with the CDSS CCLD after the June 8, 2021 SOQ submission deadline may be eligible to submit an SOQ on the Subsequent SOQ Submission Dates as follows:

April 20, 2022 through May 4, 2022

April 20, 2023 through May 4, 2023

Proposers may submit an SOQ during the subsequent submission period if: (1) they submitted an SOQ previously, but did not qualify after being considered by County; (2) they did not submit an SOQ during a previous submission period; or (3) they are successful in completing the licensure process with CDSS CCLD after the initial solicitation has closed.

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

~~4.2.2 For agencies that do not have a THPP-NMD license by the March 30, 2020 SOQ submission date, refer to the Plan of Operation Submission Guidelines in Part M, Appendix D of this RFSQ.~~

~~Subsection 4.2.2 applies only to agencies that do not have a THPP-NMD license by the February 25, 2020 SOQ submission date.~~

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 PROPOSERS' CONFERENCE

****PROPOSER'S CONFERENCE WAS HELD ON JANUARY 8, 2020**

~~5.1 Participation in the Proposers' Conference is **strongly recommended** for any Proposer submitting an SOQ to obtain clarification and information on issues pertaining to the RFSQ. The Proposers' Conference will be held **at 1:00 p.m. on January 8, 2020**, at the following location.~~

~~Rancho Los Amigos National Rehabilitation Center
Auditorium
7601 E. Imperial Hwy.
Downey, CA 90242~~

****PLEASE BRING A COPY OF THIS RFSQ TO THE CONFERENCE**

~~5.2 Proposers may submit written questions regarding this RFSQ. All written questions must be received **at the Proposers' Conference on January 8, 2020**. No questions will be accepted after the Proposers' Conference.~~

~~5.2.1 Proposers shall reference the RFSQ section number, subsection 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 All questions shall be addressed to:~~

Attn: THPP/THPP-NMD RFSQ Administrator
Contracts Administration Division
Department of Children and Family Services
425 Shatto Place, Room 400
Los Angeles, CA 90020
E-mail Address: ibarr@dcfs.lacounty.gov

- 5.3 All questions, without identifying the submitting agency, 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, Proposers should include correct mailing address, fax number, or e-mail address, whichever is appropriate.
- 5.4 Any and all contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
RFSQ Number: CMS 17-0003a
Attn: [Jude Tadeo Raul Ibarra](mailto:jude.tadeo@dcfs.lacounty.gov), Contract Analyst
425 Shatto Place, Room 400
Los Angeles, California 90020
Email: tadeoj@dcfs.lacounty.gov ibarr@dcfs.lacounty.gov

- 5.5 All Proposers are specifically directed not to contact any other County personnel regarding this RFSQ. If it is discovered that a Proposer 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 PROPOSER

Interested and qualified licensed Proposers that meet the Minimum Requirements as outlined below are invited to submit an SOQ by the deadline. The minimum requirements for prospective ~~THPP and/or~~ THPP-NMD providers to contract with County include all of the following:

- 6.1 Proposer must have a minimum of two ~~(2)~~ years of experience, within the last four ~~(4)~~ years as a Transitional Housing provider or two ~~(2)~~ 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, THPP-NMD Statement of Work.

- 6.2 Proposer 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 Program for Non-Minor Dependents services ~~(or Transitional Housing Placement Plus Foster Care)~~ in Los Angeles County; the facility address on the license must be within Los Angeles County.
- 6.3 Proposer shall submit and maintain a CDSS ~~THPP or~~ THPP-NMD Rate Notification Letter from CDSS Foster Care Rates Bureau.
- Proposers who have received 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 Program for Non-Minor Dependents ~~(or Transitional Housing Placement Plus Foster Care)~~ services in Los Angeles County, but have not received a Rate Letter, may submit a copy of the SOC 179 Rate Application signed by the organization's Executive Director and submitted to CDSS.
- 6.4 Proposer shall submit a non-profit determination letter from the Internal Revenue Service.
- 6.5 Proposer shall submit a non-profit determination letter from the State of California Franchise Tax Board.
- 6.6 Proposer shall submit a current **certified** Statement of Information from the California Secretary of State with a red or blue stamp at the back.
- 6.7 Proposer shall submit a Certificate of Status from the California Secretary of State.
- 6.8 Proposer 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 Proposer shall not have been in a "Do-Not-Refer" or "Do-Not-Use" status, as defined in Attachment M, 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.
- 6.10 **Licensed** proposers shall submit a Plan of Operation, which must be approved by DCFS.
- 6.11 **If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the**

contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

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, THPP Sample Contract, Unique Terms and Conditions, Section 2.0, Definitions and/or~~ Part I, THPP-NMD Sample Contract, Unique Terms and Conditions, Section 2.0, Definitions.

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. In addition to the three years, County may extend the Contract up to an additional six months if necessary to complete a solicitation or negotiation of a new contract. The Contract is scheduled to commence on or about January 3, 2022, 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 THPP-NMD contract does not guarantee placements.**

Proposers' Plan of Operation submitted in response to this RFSQ must be approved by DCFS 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 Part G, THPP Sample Contract, Exhibit A-I, 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 **THPP-NMD** – County shall pay Contractor for each Placed Child the monthly THPP-NMD Rates established by the CDSS Foster Care Funding and Rates Bureau. Currently, the monthly rate per THPP-NMD Participant is ~~\$3,474~~ \$3,603 (Remote Scattered Site), ~~\$3,474~~ \$3,603 (Single Staffed Site) and ~~\$2,764~~ \$2,867 (Host Family). Payment to Contractors shall be pro-rated for partial month THPP-NMD payments.

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 Program for Non-Minor Dependents 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 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 Contracts. Proposer is encouraged to have the Sample Contract reviewed by their own legal counsel.

- 10.1 Several of the documents in Part D, Required Forms/Submission Packet and Part K, Exhibits/Attachments to Sample Contracts, may become exhibits/attachments to the final contract.
- 10.2 Submission of an SOQ shall constitute acknowledgment of and acceptance of all of the terms and conditions in this RFSQ and the attached Sample Contracts, 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 Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subsection 1.3 below. Additionally, any actual Proposer 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 Proposer 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 Proposer 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 provide otherwise, 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

****SOLICITATION REQUIREMENTS REVIEW COMPLETED**

~~A person or entity may seek a Solicitation Requirements Review by submitting Part F, "Transmittal Form to Request an RFSQ 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 Addendum Number One, or by **12:00 PM on December 30, 2019**, 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 Proposer; or,

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

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 Proposer in writing.

3.2 Upon receipt of the written determination of non-responsiveness, the Proposer 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 Proposer;
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. Proposer 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 Proposer, 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 Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer 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 Proposer Notification to County

A Proposer 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 Proposer'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 Proposers.
- 5.5 The County has the right to cancel this RFSQ without awarding any contracts.

6.0 CONTACT WITH COUNTY PERSONNEL

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
RFSQ Number: CMS 17-0003a
Attn: Raul Ibarra, Contract Analyst
425 Shatto Place, Room 400
Los Angeles, California 90020
Email: ibarr@dcfs.lacounty.gov

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

7.0 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.

8.0 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 Proposer in connection with preparation and submission 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.

9.0 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 DCFS Director's sole judgment and his/her judgment shall be final.

10.0 VENDOR DEBARMENT

- 10.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor 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 (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor 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 Vendor'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.
- 10.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 10.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor'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 Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 10.4 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.
- 10.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor 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 Vendor 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.

- 10.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) 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.
- 10.7 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.
- 10.8 Part M, Appendix A provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

11.0 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

- 11.1 Responses to this solicitation shall become the exclusive property of the County. At such time as when the Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 11.2 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 Proposer must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

12.0 MANDATORY REQUIREMENT TO REGISTER ON 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://camisvr.co.la.ca.us/webven/>.

13.0 COUNTY'S QUALITY ASSURANCE PLAN

After Contract award, the County or its agent will evaluate the Contractor's performance under the Contract on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work, **Part H and** Part J. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract 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 in whole or in part, or impose other penalties as specified in the Contract.

14.0 INDEMNIFICATION AND INSURANCE

Tentatively selected Proposers shall be required to comply with the indemnification provisions contained in **Part G and** Part I, Sample Contracts, Unique Terms and Conditions, Section 6.0. The tentatively selected Proposer 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 and** Part I, Sample Contracts, Unique Terms and Conditions, Section 7.0, prior to receiving a start work notice.

15.0 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

16.0 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, prior to beginning and continuing work under any resulting Contract (see **Parts G and I,** Sample Contracts, Unique Terms and Conditions, Section 9.0, Background and Security Investigations). The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the Contractor's staffs pass or fail the background and criminal clearance investigations.

17.0 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

As appropriate, Contractor shall be required to comply with the Confidentiality and Independent Contractor Status provisions contained in **Part G and** Part I, Sample Contracts.

18.0 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 or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Form 4, Certification of No Conflict of Interest, in Part D, Required Forms/Submission Packet.

19.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Proposer 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, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposer who is unable to meet this requirement shall not be considered for contract award. Proposer shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part D, Required Forms/Submission Packet, Form 7, along with their SOQ.

20.0 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** Part I, Sample Contracts, Section 30.0.

21.0 FEDERAL EARNED INCOME CREDIT

The Contractor shall 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 found in Part K, Exhibits/Attachments to Sample Contracts, Attachment F.

22.0 JURY SERVICE PROGRAM

The Proposer is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter

2.203). Proposers should carefully read the Jury Service Ordinance, Attachment G of Part K, Required Forms/Submission Packet, and the pertinent jury service provisions of **Part G and** Part I, Sample Contracts, Standard Terms and Conditions, 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. SOQ that fails to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

22.1 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.

22.2 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 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 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; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 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.

22.3 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 17, Part D, Required Forms/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.

23.0 PROPOSER'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Proposer 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).

24.0 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

24.1 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.

24.2 All Proposers must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Form 16 as set forth in Part D, Required Forms/Submission Packet. A completed Form 16 is a required part of any agreement with the County.

24.3 Form 16, Proposers 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

24.4 Prospective County contractors that do not complete Form 16 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).

25.0 NOTICE TO PROPOSERS 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 Proposer 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 Proposer 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 with the County Lobbyist Ordinance Certification, as set forth in Statement of Qualifications Submission Packet, Form 5 of Part D, as part of their SOQ.

26.0 RECYCLED BOND PAPER

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in **Part G and** Part I, Sample Contracts, Section 47.0.

27.0 ~~SAFELY SURRENDERED BABY LAW INTENTIONALLY OMITTED~~

~~The Contractor shall 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 Part K, Attachment H of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.~~

28.0 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

The Vendor shall notify the County of any pending acquisitions/mergers of their company, unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Vendor on Form 1, Proposer's Organization Questionnaire/Affidavit in Part D, Required

Forms/Submission Packet. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

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). Proposers should carefully read Part K, Attachment O, Certificate of Compliance with the County's Defaulted Property Tax Reduction Program, and the pertinent provisions of **Part G and** Part I, Sample Contracts, Subsections 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.

Proposers 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 Form 18, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, in Part D, Required Forms/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-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

31.0 TIME-OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

32.0 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendors are required to complete Form 21, Zero Tolerance Policy on Human Trafficking Certification, in Part D, Required Forms/Submission Packet, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 61.0, Compliance with County's Zero Tolerance Policy on Human Trafficking, of Part G and Part I, Sample Contracts. Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

33.0 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

33.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

33.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

33.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

33.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

34.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Form 23 (Compliance with Fair Chance Employment Hiring Practices Certification) in Part D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

35.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

PART C – INSTRUCTIONS TO PROPOSERS

1.0 LANGUAGE

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

2.0 PROPOSAL PACKAGE FORMATTING REQUIREMENTS

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

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

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

- SOQs and Plans of Operation shall be typed single sided using a 12-point Arial font.
- A complete original SOQ and two copies must be submitted for each Service Planning Area (SPA) the Proposer is applying to serve.
- Two copies of the Proposer's Plan of Operation must accompany each SOQ submission.
- One complete original SOQ and **two** copies must be typed on 8-1/2" x 11" white bond paper.
- The original 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 binder covers of the original SOQ and copies must state the title of the RFSQ, RFSQ 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 Sample Contracts **are** is provided as **Part G and** Part I for your information and review. Proposers shall **NOT** complete or submit a 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 Proposer must provide evidence that it is a responsible Contractor and can finance and provide the services required under the proposed contract. Proposer shall include all required forms, documents and attachments/exhibits with its sealed SOQ (RFSQ has the required forms in Part D, Required Forms/Submission Packet). 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 the Proposer 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 Proposer's name as indicated in Part D, Form 1 of the RFSQ;
- A brief introduction of the Proposer and its organization;
- A brief summary of the experience of the Proposer;
- An explanation as to how the Proposer meets or exceeds the requirements set forth in Part A, Overview, Section 6.0, Minimum Mandatory Requirements to Qualify as a Proposer;
- The transmittal letter must bear the signatures of the two **(2)** individuals authorized to sign on behalf of the Proposer (name, title, and signature) and bind the applicant in a Contract. Both persons signing this form shall be recognized as the Proposer's contact for any communication between the County and the Proposer; and
- Proposer's legal name, address, telephone and facsimile numbers and the number of years Proposer 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 Proposer's Organization Questionnaire/Affidavit (Form 1)

The Proposer's Organization Questionnaire/Affidavit, Form 1, requires that specific information be provided so that County can determine the legal name, status, and compliance of all Minimum Qualifications of Proposer's organization. See Part A, Overview, Section 6.0, Minimum Mandatory Requirements to Qualify as a Proposer.

2.4.1.4 Service Delivery Sites (~~Form 2a or~~ Form 2b)

Proposer shall submit ~~Form 2a for THPP Service Delivery Sites or Form 2b~~ for THPP-NMD Service Delivery Sites. ~~For both forms,~~ the Proposer's office locations and each facility site location that the Proposer will be using for this SOQ shall be listed. The legal corporation name for the agency's administrative office shall be written on the forms.

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 the Proposer 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)

Proposer must certify that Proposer 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)

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

2.4.1.8 Certification of Ownership and Financial Interest (Form 6)

Proposer must complete this form, which declares Proposer's controlling and/or financial interest in any other business or organization, as well as controlling interest by any other person or organization in Proposer's organization.

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

Proposer must complete and submit this form with its SOQ.

2.4.1.10 Certification of Fiscal Compliance (Form 8)

Proposer must complete this form certifying compliance with accepted accounting procedures

2.4.1.11 List of Proposer's Commitments (Form 9)

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

2.4.1.12 Proposer References (Form 10)

The listing must include five ~~(5)~~ references where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

2.4.1.13 Proposer List of Contracts (Form 11)

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.

2.4.1.14 Proposer List of Terminated Contracts (Form 12)

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 Proposer to complete a contract.

2.4.1.15 Involvement in Litigation and/or Contract Compliance Difficulties (Form 13)

Proposer 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 Proposer is involved,

or judgments against Proposer within the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or its principals. If none, include a statement to that effect.

2.4.1.16 Offer to Perform and Acceptance of all Terms and Conditions (Form 14)

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

2.4.1.17 Contractor's Equal Employment Opportunity (EEO) Certification (Form 15)

Proposer must comply with EEO laws, regulations and policies. Complete Form 15 and submit with SOQ.

2.4.1.18 Charitable Contributions Certification (Form 16)

The Proposer who is registered as a 501(c)(3) nonprofit corporation with the IRS shall complete and submit Form 16. Proposer shall state its charitable contribution status per the Nonprofit Integrity Act.

2.4.1.19 Jury Service Program and Application for Exception and Certification (Form 17)

Proposer must complete and submit Form 17 with SOQ. If Proposer is requesting an exception from this program, submit all necessary documents to support the request.

2.4.1.20 Certification of Compliance with the County's Defaulted Property Tax Reduction Program (Form 18)

Proposer must complete, date, and sign this form and submit Form 18 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.

2.4.1.21 Certification of Compliance with Child, Spousal, and Family Support Orders (Form 19)

Proposer must complete, date, and sign this form and submit Form 19 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.

2.4.1.22 Certificate of Compliance with all Federal and State Employment Reporting Requirements (Form 20)

Proposer must complete, date, and sign this form and submit Form 20 with SOQ.

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

2.4.1.23 Zero Tolerance Policy on Human Trafficking Certification (Form 21)

Proposers are required to complete Form 21 (Zero Tolerance Policy on Human Trafficking Certification) in Part D, Required Forms/Submission Packet, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Section 61.0, Compliance with County's Zero Tolerance Human Trafficking Policy, of **Part G and Part I, Sample Contracts**. Further, proposers are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

2.4.1.24 Proposer's Compliance with Encryption Requirements (Form 22)

Protection of Electronic County personal information (PI), protected health information (PHI), and medical information (MI) – Data Encryption Standard

The prospective contract is subject to the encryption requirements set forth below (collectively, the "Encryption Standards"). Proposers shall become familiar with the Encryption Standards below and the pertinent provisions of **Part G and Part I, Sample Contracts**, Section 62.0, Data Encryption, both of which are incorporated by reference into and made a part of this solicitation.

Proposers shall be required to complete Form 22 in Part D, Required Forms/Submission Packet, providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Proposers that fail to comply with the certification requirements

of this provision will be considered non-responsive and excluded from further consideration.

Proposer's use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be disclosed by Proposers in the Form and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the Proposer to additional encryption requirements for such remote servers.

Encryption Standards

Stored Data

Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:

- a) Federal Information Processing Standard Publication (FIPS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3);
- c) NIST Special Publication 800-57 Recommendation for Key Management — Part 2. Best Practices for Key Management Organization; and
- d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with:

- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) NIST Special Publication 800-57 Recommendation for Key Management — Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

2.4.1.25 Compliance with Fair Chance Employment Hiring Practices (Form 23)

Proposer must complete, date, and sign this form and submit Form 23 with the SOQ.

SOQs that fail to comply with the certificate 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 (Exhibit A-3)

2.4.2.1.1 Proposer 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 Proposer.

2.4.2.1.2 It is the Proposer'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 Proposer.

2.4.3 Section C – Required Forms/Attachments.

Proposer must submit the completed Forms/Attachments listed below. The completed forms and/or attachments will be made a part of the contract with selected Proposers.

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

Proposer 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)

Proposer must complete, date and sign this form and place it as second form in Section C of the SOQ.

- 2.4.3.3 Proposer's Articles of Incorporation with any and all addenda.
- 2.4.3.4 Certified copy of Proposer'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. Proposer's name and address shall match the name and address on the Proposer'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 Proposer'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 Proposer's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701; and
- 2.4.3.6 Audited Financial Statements and Single Audit Reports

Proposer shall provide copies of its most recent and complete Audited Financial Statements or 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 (Insert)
 - 2.4.3.7.1 Proposer must provide "Proof of Insurability", indicating that it meets all insurance requirements set forth in Part G and Part I, Sample Contracts, Subsection 7.1, General Insurance Requirements and Subsection 7.15, Insurance Coverage Requirements.
 - 2.4.3.7.2 If Proposer 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, Proposer will be contacted to provide a certificate of insurance naming this program service.

2.4.3.7.3 If Proposer 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 Proposer the required coverage should it be selected to receive a Contract award. In conjunction with the letter of certification, Proposer shall provide, upon County's request, copies of Proposer'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 Proposer's current policy for receiving, investigating and responding to user complaints

Proposer 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

Proposer shall submit a signed Board of Directors' Resolution. See Part D, Required Forms/Submission Packet. The Board of Directors' Resolution must be on the Proposer's letterhead.

2.4.3.10 Proposer's Organizational Chart

Proposer shall submit an organizational chart with names of employees that is inclusive of executives, Proposer's Program Manager, and staff anticipated to work on this contract. Proposer shall include copies of job descriptions and resumes for each staff position anticipated to work under the Contract. In addition, Proposer shall attach copies of all supporting documents (e.g., Licenses, Degrees, and Diplomas, etc.).

2.4.3.11 CDSS Rate Notification Letter

Proposer shall submit their organization's Rate Notification Letter from CDSS.

2.4.3.12 County Certification Letter

Proposer shall submit a copy of the Certification Letter for their organization's THPP-NMD program, issued by a county in California.

2.4.3.13 CDSS CCLD License

Proposer shall submit a copy of their organization's CDSS CCLD license to operate a ~~Transitional Housing Placement Program and to provide~~ Transitional Housing Placement Program for Non-Minor Dependents (or THP+FC) services in Los Angeles County.

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 Proposer (name, title, and signature) and bind the applicant in a Contract.

3.0 **SOQ SUBMISSION – PROPOSAL 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.

Note: In case the building is still closed to the public due to the pandemic by May 25, 2021, instructions will be provided for delivery of proposals in the lower level parking lot of the building. Please check the DCFS website for such instructions at <http://contracts.dcfslacounty.gov/>.

3.1 The closing date and time for SOQ submission is **12:00 PM on June 8, 2021**. It is the sole responsibility of the Proposer to ensure that its SOQ is received before the submission deadline. Proposer 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 PM on March 30, 2021**. SOQs not received in Room 400, and date stamped by **12:00 PM on March 30, 2021**, will not be accepted. Ensure that you allow time to find parking and to sign in at the Reception Desk on the first floor.~~

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 Proposer and bear the words:

**~~“TRANSITIONAL HOUSING PLACEMENT PROGRAM” AND~~
“TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS” SERVICES REFERENCE NO.
(Indicate SPA number submitting for)**

- 3.4 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 Proposer.
- 3.5 The SOQ and any related information shall be delivered or mailed to:

Attn: ~~THPP~~/THPP-NMD RFSQ Administrator
County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, California 90020

- 3.6 Proposer 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 Proposer's qualifications to perform the required service.
- 3.7 Proposer must respond only to the RFSQ as it is written including any written addenda discussed in Part B, Subsection 5.2 above. Proposer 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 **submission rejection** ~~point deductions~~.
- 3.8 Any change to this RFSQ will be made by written addendum, which will be sent to each Proposer 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), an 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 cause for deductions.

- 4.2 Failure to submit the correct number of copies by the required time and date may be cause for deductions.
- 4.3 Proposer 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 – REQUIRED FORMS/SUBMISSION PACKET

PART D – REQUIRED FORMS/SUBMISSION PACKET

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	Organizational Chart
	CDSS Rate Notification Letter
	County Certification Letter
	CDSS CCLD License to operate a Transitional Housing Placement Program and to provide Transitional Housing Placement Program for Non-Minor Dependents services in Los Angeles County
Section D – Last Page of SOQ	
	Last Page of SOQ

Section A

PROPOSER'S QUALIFICATIONS AND REQUIRED FORMS

PROPOSER'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 PROGRAM FOR NON-MINOR DEPENDENTS**

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** Subsection 6.1 Two (2) years' experience, within the last four (4) years as Transitional Housing provider or two (2) 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 services identified in ~~THPP~~ THPP-NMD SOW.

☐ **Yes** ☐ **No** Subsection 6.2 Submitted CDSS CCLD license to operate a THPP

☐ **Yes** ☐ **No** Subsection 6.2 Submitted CDSS CCLD license to operate a THPP-NMD

☐ **Yes** ☐ **No** Subsection 6.3 Rate Notification Letter from CDSS Foster Care Rates Bureau THPP

☐ **Yes** ☐ **No** Subsection 6.3 Rate Notification Letter from CDSS Foster Care Rates Bureau THPP-NMD

☐ **Yes** ☐ **No** Subsection 6.4 Submitted Non-profit determination letter from Internal Revenue Service

☐ **Yes** ☐ **No** Subsection 6.5 Submitted Non-profit determination letter from Franchise Tax Board

☐ **Yes** ☐ **No** Subsection 6.6 Submitted Certified Statement of Information from Secretary of State with a red or blue stamp at the back

☐ **Yes** ☐ **No** Subsection 6.7 Submitted Certificate of Status from Secretary of State

☐ **Yes** ☐ **No** Subsection 6.8 Proposer 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** Subsection 6.9 Proposer 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.

☐ **Yes** ☐ **No** Subsection 6.10 Submitted a Plan of Operation

☐ **Yes** ☐ **No** Subsection 6.11 Has vendor's compliance with a County contract been reviewed by the County of Los Angeles Auditor Controller's department within the last 10 years? If yes, answer 6.11a

Subsection 6.11a Does vendor have unresolved questioned cost that:

☐ **Yes** ☐ **No** a. Are in an amount that exceeds \$100,00; and

☐ Yes ☐ No b. Are confirmed to be disallowed cost by the contracting County department; and

☐ Yes ☐ No c. Remain unpaid for six months or more from the date of disallowance? (unless such disallowed cost are the subject of current good faith negotiations to resolve the disallowed cost in the opinion of the County).

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 FOR NON-MINOR DEPENDENTS (THPP-NMD)****THPP-NMD (AGENCY)**

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

THPP-NMD 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 number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months came within the provisions of number 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 number 3 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

Proposer 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

Proposer 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, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements 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 Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

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 three (3) 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 _____

PROPOSER REFERENCES

Contractor's Name: _____

List five (5) references where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

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.

PROPOSER 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.

PROPOSER 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 Proposer 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 Proposer 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 Proposer's business as a Transitional Housing provider? | YES [] | NO [] |
| c. | Are any of the Proposer's staff members unable to be bonded? | YES [] | NO [] |
| d. | Have there been unfavorable rulings by any Government funding source against the Proposer for improper activities/conduct or contract compliance deficiencies? | YES [] | NO [] |
| e. | Has the Proposer or any members of its Board of Directors or employees ever had public or foundation funds withheld? | YES [] | NO [] |
| f. | Has the Proposer 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 Proposer 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 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

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)

**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:

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: _____

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

_____ do hereby certify that our
(Name of Proposer)

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

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

_____ do hereby certify that our
(Name of Proposer)

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

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

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

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 61.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

PROPOSER'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Proposer shall provide information about its encryption practices by completing this Attachment. By submitting this Attachment, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy No. 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation Reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? * cloud storage, Software-as-a-Service or SaaS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Proposer Name

 Proposer Official Title

 Official's Signature

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

Section B

Line Item Budget and Narrative

SAMPLE LINE ITEM BUDGET SHEET

Contractor's
Name: _____

Service Category: _____ Date Prepared: _____

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			

Total Salaries and Wages \$ _____

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____

Total Benefits \$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Payroll Taxes \$ _____

Insurance (List Type/Coverage. See Part I, Subsection 6.11, of the Contract)

_____	\$ _____
_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____

Total Insurance/Misc. S & S \$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

PROFIT (Please enter percentage: _____%) \$ _____

TOTAL MONTHLY COSTS \$ _____

** Attach a List of Cost Item Narratives

RFSQ - Part D

Required Forms/Submission Packet

Revised 02/12/21

Section C

Required Exhibits/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 Proposer in a Contract:

Respectfully submitted,

(Proposer'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 Proposer's minimum qualifications as set forth in Part A, Overview, Section 6:0, Minimum Mandatory Requirements to Qualify as a Proposer; 2) Required Forms/Documents, all forms and documents listed in Part D, Required Forms/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 Proposers.

2.0 MINIMUM QUALIFICATIONS REVIEW

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

2.1 The minimum qualifications for prospective ~~Transitional Housing Placement Program~~ and Transitional Housing Placement Program for Non-Minor Dependents providers to contract with County include **all** of the following:

2.1.1 A Proposer must have a minimum of two ~~(2)~~ years of experience within the last four ~~(4)~~ years as a Transitional Housing provider or two ~~(2)~~ years' experience providing Case Management services to transition-aged youth (Foster/Probation Youth) described in ~~Part H and~~ Part J, Statements of Work, Section 7.0, Target Populations. Experience shall include the provision of educational and employment support services to youth equivalent or similar to the services identified in SOW.

2.1.2 Proposer 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 Program for Non-Minor Dependents.

2.1.3 Proposer shall submit and maintain a CDSS ~~THPP or~~ THPP-NMD Rate Notification Letter from CDSS Foster Care Rates Bureau.

2.1.4 Proposer shall submit a non-profit determination letter from the Internal Revenue Service.

2.1.5 Proposer shall submit a non-profit determination letter from the State of California Franchise Tax Board.

- 2.1.6 Proposer shall submit a current **certified** Statement of Information from the California Secretary of State.
- 2.1.7 Proposer shall submit a Certificate of Status from the California Secretary of State.
- 2.1.8 Proposer shall have been in “Good Standing” with the County of Los Angeles Department of Children and Family Services (DCFS), the County of Los Angeles Probation Department (Probation), any other County of Los Angeles departments, CDSS CCLD, and other counties within the State of California for the past twenty-four months.
- 2.1.9 Proposer 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 departments, CDSS CCLD, or any other counties within the State of California.
- 2.1.10 Proposer shall submit a Plan of Operation, which should be approved by County.
- 2.1.11 If Vendor’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

3.0 DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY

3.1 Determination of Proposer Responsiveness and Responsibility

- 3.1.1 Pursuant to Section 23-601.25 of the California Department of Social Services (CDSS) Manual of Policies and Procedures, a “Responsive Proposer” means one whose SOQ complies with all requirements of this RFSQ.s
- 3.1.2 County will review and evaluate each SOQ to determine if the Proposer complies with the requirements of this RFSQ. Any Proposer 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 Proposer 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 Proposer Responsibility

- 3.2.1 A responsible Vendor is a Vendor 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 Vendors.
- 3.2.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 3.2.3 The County may declare a Vendor to be non-responsible for purposes of this solicitation if the Board of Supervisors, in its discretion, finds that the Vendor 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 Vendor'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 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.
- 3.2.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 3.2.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.

3.2.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

4.0 SOQ EVALUATION

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

4.1.1 Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in their SOQ.

4.1.2 Review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. ~~Additionally, a review of terminated contracts will be conducted which may result in deductions.~~

4.1.3 A Review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Part C, Section 2.4.1.15 of the SOQ.

4.2 The review may include current and prior contract compliance problems including, but not limited to, "Do-Not-Refer" and/or "Do-Not-Use" status, a review of the documents submitted (licenses, letters of support, etc.), a review of terminated contracts, and a review to determine the magnitude of any pending litigation or judgments against Proposer.

4.3 Financial Capability

County staff will review the audited financial statements submitted in Section C of the SOQ to determine the financial capability of the Proposer. Evaluation may include the use of financial ratios for aiding in the determination of financial health.

4.4 Required Forms

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

5.0 NOTIFICATION OF AWARD

5.1 Proposer will be notified in writing of the tentative selection.

- 5.2 The winning Proposer shall be prepared to enter into a contract with the County, which will be substantially the same as the applicable Sample Contract, Statement of Work, Exhibits, and Attachments included in this RFSQ.
 - 5.2.1 Notwithstanding the above, County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, that do not affect the basis of the contract award.
- 5.3 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 5.4 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the Proposer(s), which by law must exercise its judgment and discretion concerning the selection of SOQs and the terms of any resultant Contract.

6.0 FORMAL APPROVAL OF CONTRACT

- 6.1 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 an SOQ and the terms of any resultant contract, and to determine which SOQ(s) best serve(s) the interests of the County.
- 6.2 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.
- 6.3 Acceptance or recommendation of an 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.

7.0 SELECTION PROCESS DISCLAIMER

- 7.1 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.
- 7.2 County reserves the right to waive, at its sole discretion, any inconsequential disparity or disparities in a submitted SOQ.
- 7.3 The failure of a Proposer 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 disadvantaged 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

INTENTIONALLY OMITTED

PART H

INTENTIONALLY OMITTED

PART I – THPP-NMD SAMPLE CONTRACT

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD) SERVICES CONTRACT
SPA ____**

**BY AND BETWEEN
COUNTY OF LOS ANGELES**



AND

[Contractor Name]

CONTRACT NUMBER _____

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

AND

Probation Department
Central Placement Office
1605 Eastlake Avenue, Room 509B
Los Angeles, California 90033

[Contract Start Date]

Assistance Listing Number 93.658

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND PROBATION DEPARTMENT
TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD) SERVICES CONTRACT**

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**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND PROBATION DEPARTMENT
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR
NON-MINOR DEPENDENTS (THPP-NMD) SERVICES CONTRACT**

Transitional Housing Placement Program for Non-Minor Dependents Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this _____ day of _____, 2021, 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 for Non-Minor Dependents (THPP-NMD) 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 for Non-Minor Dependents in each county, including Los Angeles County, under Assistance Listing Number(s) 93.658; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise, and personnel necessary to provide such services, and understands for purposes of this contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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, C, D, E, F, G, and B, Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, and U, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, section, and subsection 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, C, D, E, F, G, and B, 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-NMD provider.
- 2.3 **Bathroom** – means a private room with a door, located within a THPP-NMD 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-NMD Participants that CONTRACTOR is required to provide on the State required Budget Form in the agency's Program Statement.
- 2.5 **CalJOBS** – 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 **or probation**.
- 2.8 **Certified Employee** – means an employee or volunteer certified by a licensed THPP-NMD 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-NMD Participants when performing such activities as providing direct supervision, counseling, support and services to THPP-NMD Participant to meet the goals of each Participant's Transitional Independent Living Plan (TILP).
- 2.9 **Chief Probation Officer (CPO)** – The County's Chief Probation Officer or successor.
- 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-NMD Participant's case plan, case plan updates, TILP and various other responsibilities regarding the THPP-NMD 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-NMD 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, and the Probation Department.
- 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-NMD Participants has been revoked by either the CONTRACTOR **of or** COUNTY Program Manager. Decertified employees or volunteers are prohibited from having any further contact whatsoever with THPP-NMD 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 THPP-NMD 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.~~ **Intentionally Omitted.**
- 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 THPP-NMD facility including administrative functions and the operation of the THPP-NMD 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 THPP-NMD 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 THPP-NMD 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 THPP-NMD.
- 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 **in** 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 Participant**.
- 2.41 **Placed Child or Placed Children** – means any child or children placed by the COUNTY receiving services from the CONTRACTOR pursuant to this Contract. **Intentionally Omitted.**

- 2.42 **Probation** – means COUNTY’s Probation Department.
- 2.43 **Program** – means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.44 **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.
- 2.45 **Remote Site Model (Also known as Scattered Site)** – means a single housing unit where the THPP-NMD Participant lives independently and where licensee staff do not live in the same building as the participant.
- 2.46 **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.
- 2.47 **Single Site (Also known as Staffed Site)** – means a placement where the THPP-NMD 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.
- 2.48 **State** – means the government of California.
- 2.49 **Technical Review** – means a COUNTY evaluation of a CONTRACTOR’S THPP-NMD program to ensure effective implementation and Contract compliance.
- 2.50 THPP** — means Transitional Housing Placement Program. **Intentionally Omitted.**
- 2.51 **Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD)** – 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 **[Program previously named Transitional Housing Program Plus Foster Care (THP+FC)]**.
- 2.52 **THPP-NMD 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-NMD Participant.

- 2.53 **Transitional Housing Placement Program for Non-Minor Dependents Participant** – means a foster **or probation** youth placed in a THPP-NMD Unit who also may be referred to as “Participant.”
- 2.54 **Transitional Housing Placement Program for Non-Minor Dependents Staff Residential Unit (THPP-NMD 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).
- 2.55 **Transitional Housing Placement Program for Non-Minor Dependents Unit** – means the residence where the THPP-NMD Participant(s) resides, and may also be referred to as “Unit.”
- 2.56 **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 for Non-Minor Dependents 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 [REDACTED], 20[REDACTED], or the date of execution by the Director of Children and Family Services and the Chief Probation Officer, whichever is later, and shall expire on [REDACTED], 20[REDACTED], or one year after the date of execution, 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 and Chief Probation Officer, by written notice to the CONTRACTOR, provided that approval of County Counsel 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 [REDACTED], 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 THPP-NMD 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 placed Non-Minor Dependent (NMD), at the Transitional Housing Placement Program for Non-Minor Dependents 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 D, 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 D, Line Item Budget.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1 The COUNTY, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The CONTRACTOR shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the

A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 INDEMNIFICATION

6.1 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.

7.0 INSURANCE REQUIREMENTS

7.1 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 Subsections 7.1 and 7.15 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.

7.1.1 Evidence of Coverage and Notice to COUNTY: Certificates of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of the Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status, 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 or Subcontractor 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 Division
Attention: THPP-NMD 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 Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

- 7.2 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, Professional Liability, and Sexual Conduct Liability policies 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.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

- 7.7 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.
- 7.8 Subcontractor Insurance Coverage Requirements: CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.
- 7.9 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.
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 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.

- 7.14 **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.

7.15 Insurance Coverage Requirements:

- 7.15.1 **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

- 7.15.2 **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.

- 7.15.3 **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.

- 7.15.4 **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.

7.15.5 **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.

8.0 INVOICES AND PAYMENTS

- 8.1 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.
- 8.2 CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) THPP-NMD rates, or for a Vendor contracted 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 NMD the monthly Transitional Housing Placement Plus Foster Care Rates established by the CDSS Foster Care Funding and Rates Bureau.
- 8.3 The monthly rate is the current rate established by the CDSS Foster Care Funding and Rates Bureau for THPP-NMD Participants.
- 8.4 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

- 8.5 ~~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>.~~
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) 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. 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.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>.

- 8.6 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.
- 8.7 CONTRACTOR agrees placement lasting less than a full month shall be prorated. Placement shall commence the Day the child NMD is placed with CONTRACTOR and terminate the day before the Placed Child NMD is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child NMD, CONTRACTOR shall document COUNTY Worker's agreement to pay for the open bed in the Placed Child's NMD'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.
- 8.8 Should CONTRACTOR, after having a THPP-NMD 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-NMD participant shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.
- 8.9 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, or emailing it to PRU@DCFS.LACOUNTY.GOV. 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.
- 8.10 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.

- 8.11 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

- 8.12 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.

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

8.12.2 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: THPP-NMD Program Manager
3530 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90010

8.12.3 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

8.12.4 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.

8.13 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.

8.14 CONTRACTOR agrees that when a sustained overpayment, as defined in WIC 11466.22 is identified, CONTRACTOR shall repay the amount of the overpayment including interest in accordance with WIC 11466 et seq.

8.15 Intentionally Left Blank

8.16 In the event COUNTY discovers that an Overpayment has been made to CONTRACTOR, which is a payment on behalf of a child to which CONTRACTOR was not entitled, as governed by MPP 45-304 through 45-306, during the contract term or discovered within five 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.

8.16.1 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).

- 8.16.2 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 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.
- 8.16.3 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 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.
- 8.16.4 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.
- 8.16.5 In matters involving Overpayments, governed by MPP 45-304 through 45-306, 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.

8.16.6 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.

8.17 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.

8.18 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.

9.0 BACKGROUND AND SECURITY INVESTIGATIONS

9.1 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.

9.2 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.

9.3 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.

- 9.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Subsection shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 9.5 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.
- 9.6 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.

10.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS

- 10.1 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.
- 10.1.1 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.

- 10.1.2 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.
- 10.2 CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 10.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, Contractor Acknowledgement and Confidentiality Agreement.
- 10.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, Contractor Employee Acknowledgement and Confidentiality Agreement. CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, Contractor Non-Employee Acknowledgement and Confidentiality Agreement. CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 10.7 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.
- 10.8 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 Subsection 10.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Subsection 10.8 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.

10.9 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.

10.10 Confidentiality Requirements for Probation

10.10.1 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.

10.10.2 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.

11.0 CONTRACTOR'S STAFF IDENTIFICATION

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

12.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM INTENTIONALLY OMITTED

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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:

12.5.1 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;

12.5.2 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

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

12.6 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.

13.0 USE OF FUNDS

- 13.1 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, Probation, 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.
- 13.2 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.
- 13.3 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 2 Code of Federal Regulations (2 CFR, Chapter I, Chapter II), OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B, and Exhibit Attachment E).
- 13.4 CONTRACTOR shall Expend THPP-NMD funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THPP-NMD participants. The determination of reasonable and allowable Expenditures shall be in accordance with 2 Code of Federal Regulations, Chapter I, Chapter II 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 and Exhibit Attachment E). Any THPP-NMD 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.

- 13.5 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-NMD 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-NMD participants, and to determine the appropriate disposition of unallowable expenditures.
- 13.6 Total accumulated unexpended funds (TAUF) shall include: 1) CONTRACTOR'S un-expended funds; and 2) CONTRACTOR'S accumulated, unexpended THPP-NMD funds received from COUNTY between January 3, 2022, and 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 3, 2022. CONTRACTOR'S TAUF shall be reflected on its Semi Annual Revenue and Expenditure Report (Exhibit E).
- 13.7 ~~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-NMD Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of THPP-NMD 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:~~

At the end of any given Contractor fiscal year, any TAUF that is equal to or less than two months budgeted revenues for County's THPP-NMD program for its next FY may be retained by Contractor for future use for the benefit of Placed Children 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 any given Contractor FY, exceeds the TAUF Ceiling, Contractor shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS Director for review and approval within 60 days of the fiscal year end. Sections 11-404.2 through 11-404.2.24 of the State Manual of Policy and Procedure provides examples of permissible uses of unexpended funds. Said sections may provide a guideline for permissible uses of TAUF. However, all Contractor plans for uses of TAUF require pre-approval by the County.

If the plan is not approved, Contractor shall, in consultation with County, work to develop a revised plan for TAUF excess that is acceptable to County

within 30 days of denial of proposed plan. County shall respond in writing within 25 days of receipt of Contractor's revised plan. Contractor shall respond with any proposed amendments to revised plan within 15 business days of receipt of County's written response. County will issue a final plan with five days of receipt of Contractor's amendments.

Contractor's failure to develop an appropriate plan for the utilization of excess TAUF, or the Expenditure of excess TAUF without a County approved plan shall constitute a material breach of the Contract. In such instance, County may take appropriate action, pursuant to this Contract including, but not limited to, that under Unique Terms and Conditions, Section 9.10, Hold Status, Do Not Ref Status, Do Not Use Status, Corrective Action Plan, with the understanding that Contractor may appeal the final decision pursuant to Section 8.38, Notice of Dispute.

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

14.0 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 NMD** or **minors NMDs**; 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 Subsections 14.2, 14.3, and 14.4 are internal DCFS/**Probation** 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 NMDs**. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit B, Attachment M, DCFS/Probation **THPP and** THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.1 Corrective Action Plan

When DCFS/**Probation** 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 (CAP) 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/Probation ~~THPP and~~ THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures

14.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of ~~children~~ NMDs 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/Probation ~~THPP and~~ reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a ~~minor~~ NMD or ~~minors~~ NMDs; 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 Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation ~~THPP and~~ THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of ~~children~~ NMDs 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~~ NMD or ~~minors~~ NMDs; 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 Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation ~~THPP and~~ THPP-NMD 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/Probation ~~THPP and~~ THPP-NMD 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/Probation ~~THPP and~~ THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.4 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 Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation ~~THPP and~~ THPP-NMD 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/Probation ~~THPP and~~ THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS' ~~Probation's~~ 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/Probation ~~THPP and~~ THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures).

14.6 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

14.7 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 NMDs to CONTRACTOR and remove, or cause to be removed, all Placed Children NMDs from the CONTRACTOR's supervision. In such event, no DCFS local agency grievance policies and procedures will occur.

15.0 FINANCIAL REPORTING

~~15.0 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Revenue and Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator Program's Director.~~

~~15.1 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.~~

~~15.2 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.~~

~~15.3 In the event that the expenditure report is not filed timely, COUNTY may limit additional THPP-NMD participants. 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~~

This section may be changed, updated or amended to incorporate The CDSS Financial reporting and cost reporting forms for THPP NMD as identified in the Interim Licensing Standards, Version 2, or in All County Letters, Information Notices, Foster Care Audits and Rates Letters or other notices issued by CDSS.

15.1 CONTRACTOR shall report annual revenues and expenditures on the Annual Expenditure Report (Exhibit-E). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Chief Executive Officer, or Chief Financial Officer.

15.2 The Annual Expenditure Report (Exhibit-E), along with the THPP-NMD Program Cost Report, shall be submitted to the County 120 days following the close of the CONTRACTOR's Fiscal Year.

15.2.1 Submission of Internal Revenue Service (IRS) and Employment Development Department (EDD) Transcripts

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its IRS and EDD Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

15.2.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.

15.2.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.

15.2.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 17.2.1.1 and 17.2.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling ("IRS VN") and Employment Development Department Employer Account Statement ("DE-2176").

15.2.1.4 CONTRACTOR shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by email to:

**Department of Children and Family Services
Contracts Administration Division
Compliance Section - Fiscal
CAD-Fiscal-Compliance@dcfs.lacounty.gov**

15.2.1.5 CONTRACTOR and COUNTY agree that each and every IRS and EDD Transcript and IRS VN and EDD

DE-2176 submitted to the COUNTY, or which should have been submitted by CONTRACTOR to the COUNTY pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.

15.2.1.6 CONTRACTOR and COUNTY agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract shall become the property of the COUNTY.

15.2.1.7 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified, and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

15.2.1.8 CONTRACTOR and COUNTY agree that the COUNTY shall not, in any way, be liable or responsible for the disclosure of any IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any part of any IRS and EDD Transcripts or IRS VN and EDD DE-2176, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

15.2.1.9 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176, as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE- 2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those

portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

15.3 If the Contract starts on a date other than the beginning of the CONTRACTOR's Fiscal Year, then the initial report shall be for a period less than twelve months, ending on the last day of the CONTRACTOR's fiscal year.

15.4 In the event that the Annual Expenditure Report is not timely submitted, the COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 16.0. In the event the "Notice of Intent to Place on Administrative Hold" status is implemented, the COUNTY shall notify CONTRACTOR in writing within ten (10) days prior to such status being used.

15.5 The Annual Expenditure Report that serves DCFS and Probation NMDs shall be emailed to:

Department of Children and Family Services
Contracts Administration Division
Fiscal Compliance Section
Attn: Annual revenue and Expenditure Report
CAD-Fiscal-Compliance@dcfs.lacounty.gov

(This may be changed to a web portal for electronic submission by the Contractor's)

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 13.0, Use of Funds, Subsection 13.6), 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 Subsection 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 Subsection 16.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Subsection 16.2 and 16.3, shall be deemed owned by CONTRACTOR.

17.0 DESCRIPTION OF SERVICES

Contractor has submitted a Plan of Operation which has received a letter of approval from the County and written approval from both the California Department of Social Services Community Care Licensing Division (CCLD) and the CDSS Program and Foster Care Audits and Rates Branch. Contractor's Plan of Operation will be submitted to County at initiation, with all changes being submitted within 30 days, and at renewal of the THPP-NMD Contract.

County may, during the term of this Contract, request that Contractor make revisions to its Plan of Operation by notifying Contractor in writing 30 days in advance of any proposed changes. Also, Contractor shall submit a revised Plan of Operation to County at any time during the term of this Contract when Contractor makes changes to its program. County shall review such Plan of Operation revisions for approval.

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(s) 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 Subsections 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/Director 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/MERGERS OR ACQUISITIONS

- 4.1 CONTRACTOR shall notify the COUNTY of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the CONTRACTOR is restricted from legally notifying the COUNTY of pending acquisitions/mergers, then it should notify the COUNTY of the actual acquisitions/mergers as soon as the law allows and provide to the COUNTY the legal framework that restricted it from notifying the COUNTY prior to the actual acquisitions/mergers.
- 4.2 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.
- 4.3 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.
- 4.4 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 **and CPO**.

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 Protection** 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 Subsection 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 INTENTIONALLY OMITTED

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(s) 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(s) 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 there over.
- 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 subsection 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 HIRING GAIN/GROW PROGRAM PARTICIPANTS

17.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the 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 the 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 the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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/eplsearch.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 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: 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, Youth Development 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 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 Non-Employee Acknowledgement and Confidentiality 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 Subsection 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 subsection 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 Subsection 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 Subsection 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 Subsection 43.4 for:
 - 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 43.3;
 - 43.5.2 Any materials, data and information covered under Subsection 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 Subsections 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 BOND 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 Subsection 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 Subsection 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 subsection, 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 Subsection 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 Subsection 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 Subsection 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 TIME OFF FOR VOTING

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

57.0 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.

58.0 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.

59.0 WARRANTY AGAINST CONTINGENT FEES

- 59.1 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.
- 59.2 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.

60.0 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.

61.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 61.1 Contractor acknowledges (Attachment Q) that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 61.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 61.3 Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

62.0 DATA ENCRYPTION

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

62.1 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

62.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

62.3 Certification

The County must receive within ten ~~(10)~~ business days of its request, a certification from Contractor (Attachment R) (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Section 62.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

63.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

64.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the

County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

65.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

66.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 7.0 (Changes and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this contract.

67.0 FORCE MAJEURE

67.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those

described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

67.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable 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 contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

67.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
PROBATION DEPARTMENT
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR
NON-MINOR DEPENDENTS (THPP-NMD) SERVICES CONTRACT**

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 Chief Probation Officer of the Probation Department, and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR. This Amendment may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____
Bobby D. Cagle, Director
Department of Children
and Family Services

Name of Agency

By: _____

Name: _____

Title: _____

By: _____
Adolfo Gonzales
Chief Probation Officer
Probation Department

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
Rodrigo A. Castro-Silva, County Counsel

BY _____
David Beaudet, Senior Deputy County Counsel

PART J – THPP-NMD STATEMENT OF WORK

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND PROBATION DEPARTMENT**

EXHIBIT A

STATEMENT OF WORK

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD)**

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD)**

STATEMENT OF WORK

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PART A – PREAMBLE

The County of Los Angeles (COUNTY) 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 mission is to establish superior services through inter-Departmental and cross-sector collaboration that measurably improves the quality of life for COUNTY residents. The COUNTY's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. The mission and vision are anchored in the COUNTY's shared values of: 1) Integrity, 2) Inclusivity, 3) Compassion, and 4) Customer Orientation.

These shared values are encompassed in the COUNTY's Strategic Plan's three Goals: I) Make Investments That Transform Lives, II) Foster Vibrant and Resilient Communities, and III) Realize Tomorrow's Government Today. 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 (DCFS) has identified three outcome goals that will achieve positive outcomes for children and families. These goals are: 1) improved safety, 2) improved permanence, 3) and a reduced reliance on out-of-home care. On March 2, 2010, DCFS adopted a fourth outcome goal, self-sufficiency, in response to unique needs and circumstances of transition-age youth.

Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) was preceded by the Transitional Housing Placement Program (THPP) for foster youth. THPP was created by AB 1198 (Chapter 799, Statutes of 1993) and amended by AB 427 (Chapter 125, Statutes of 2001). THPP-NMD and THPP have similar goals, and a primary purpose of realizing this fourth outcome on behalf of transition-age youth.

1.1 AB 12

On September 30, 2010, "The California Fostering Connections to Success Act" Assembly Bill 12 (AB 12) was signed into law. AB 12 allows California to provide Extended Foster Care (EFC) for young adults up to age 21 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. Young adults who remain in EFC are referred to as Non-Minor Dependents (NMDs). NMDs must meet at least one of the five ~~(5)~~ participation conditions (Attachment III) below:

1. Complete a secondary education or a program leading to an equivalent credential; OR
2. Enrolled in an institution which provides postsecondary or vocational education; OR
3. Participating in a program or activity designed to promote, or remove barriers to employment; OR
4. Employed for at least 80 hours per month; OR
5. Unable to do one of the above requirements because of a medical condition. (The medical condition is supported by regularly updated information in the case plan of the NMD).

AB 12 added two ~~(2)~~ new housing placement options for NMDs. The first option is Transitional Housing Placement-Plus Foster Care (hereinafter referred to as "THPP-NMD," since it was later renamed "Transitional Housing Placement Program for Non-Minor Dependents" by SB 612, as explained below). THPP-NMD is offered by a licensed transitional housing placement provider to provide safe housing for NMDs and assistance with developing the skills needed for transitioning to independent living.

The second housing placement option for NMDs is Supervised Independent Living Placement (SILP). SILP is a flexible placement that requires a readiness assessment of the NMD and a site inspection of the residence. A SILP housing setting may include an apartment, shared living situations, room and board arrangements, or college dorms.

SILP placements for eligible NMDs must be approved by the COUNTY before NMDs can reside in these settings.

1.2 AB 212

AB12 was later amended by AB 212, effective January 1, 2012. AB 212 described how probation wards and former probation wards supervised in foster care, are NMDs and all placements described in AB 12, including a SILP or THPP-NMD setting, are available to them until their 21st birthday. In addition, AB 212 addressed the termination of probation status under W&IC Section 602.

1.3 SB 612

Pursuant to SB 612, the term Transitional Housing Program-Plus-Foster Care (THP+FC) was renamed to Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD), effective January 1, 2018, as noted above. SB 612 also revised the educational requirements for social workers and case managers, expanded room-sharing options for NMDs, allowed NMDs to co-lease units, and allowed host family homes to serve as housing options for NMDs if the homes are certified by both the Foster Family Agencies (FFA) and the THPP-NMD.

1.4 COUNTY PRIORITIES

DCFS and the Los Angeles County Probation Department (Probation) have established the following priorities for in the THPP-NMD Participants: (1) Safety and (2) Well-Being/Self-Sufficiency.

1. Safety: Safety is defined as protection for THPP-NMD Participants who are at risk of or may experience physical, sexual or emotional abuse, or physical or emotional neglect. The Performance Measure Summary and Service Tasks addressing this priority in a THPP-NMD 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 THPP-NMD setting. The Performance Outcome Summary and Service Tasks addressing this priority in a THPP-NMD setting are found in this SOW, Part C, Section 2.0. DCFS and Probation envision that THPP-NMD Participants exiting THPP-NMD 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 transition to a SILP.

1.5 SHARED CORE PRACTICE MODEL

CONTRACTOR shall provide services and support that are reflective of the framework, vision, values, and guiding principles of Shared Core Practice Model (SCPM), (Exhibit A-39).

CONTRACTOR shall have clear guidelines regarding how the agency will implement and utilize SCPM, including, but not limited to, training of staff, service delivery and evaluation of effectiveness of SCPM.

CONTRACTOR shall follow any COUNTY established protocols relative to the implementation of SCPM.

2.0 COUNTY'S GENERAL RESPONSIBILITIES

- 2.1 Children's Social Worker (CSW)/Deputy Probation Officer (DPO) will continue to provide case management services supervision.
- 2.2 Monthly visits to the THPP-NMD Participant by the CSW/DPO shall be ongoing throughout the THPP-NMD Participant's tenure in the THPP-NMD.
- 2.3 Court reports submitted to the Juvenile Court shall be completed with input from the THPP-NMD Participant and the CONTRACTOR.

3.0 COUNTY PROGRAM MANAGER REQUIREMENTS

The COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of services of this Contract with the CONTRACTOR's Program Administrator, as defined in Subsection 6.1.1 below.

- 3.1 The CPM or designee, including other relevant DCFS and/or Probation supervisors or managers, is responsible for, but not limited to, providing programmatic support to CONTRACTOR, and monitoring CONTRACTOR's day-to-day activities by providing technical assistance to ensure that CONTRACTOR satisfies the Contract requirements.
 - 3.1.1 The CPM or designee 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.
- 3.2 Upon execution of this Contract, the COUNTY will designate which CPM or designee, including other relevant DCFS and/or Probation supervisors or managers, shall be authorized to receive documents, approve placements, address problems/concerns, etc.
- 3.3 The COUNTY is solely responsible for referring all eligible THPP-NMD Participants to CONTRACTOR.

4.0 CONTRACTOR EXPECTATIONS/RESPONSIBILITIES

- 4.1 CONTRACTOR's administrative and sub-administrative offices shall be open each business day for a minimum of four (4) consecutive hours per day, Monday through Friday, 8:00AM to 5:00PM.

- 4.1.1 All locations shall have fixed office hours posted in a visible location to allow THPP-NMD Participants an opportunity to walk in and receive services.
- ~~4.1.2 CONTRACTOR shall make every effort to provide weekend and/or evening hours to accommodate the schedules of the THPP-NMD Participants who work and/or attend school during normal business hours.~~
- 4.1.3 When locations are closed for meetings, holidays, etc., CONTRACTOR shall have the reopening time, an alternate telephone number, and who the THPP-NMD Participant can contact for assistance posted in a visible location.
- 4.2 Program Administrator shall be present in each administrative or sub-administrative office a minimum of 20 business hours each week.
- 4.3 CONTRACTOR shall have a designee in each administrative or sub-administrative office, when the Program Administrator is absent.
- 4.3.1 Designees, who do not meet the qualifications for Program Administrator, shall have immediate access to and be able to contact the Program Administrator, or a Program Administrator Designee, who has the qualifications of the Program Administrator, within two ~~(2)~~ hours **and** shall have:
- a) Knowledge about the THPP-NMD operations,
 - b) Training in programs provided by the THPP-NMD, and
 - c) Authority to correct health and safety deficiencies
- 4.4 CONTRACTOR shall provide to COUNTY and THPP-NMD Participants a contact telephone 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.
- 4.5 CONTRACTOR shall respond within two ~~(2)~~ hours of being contacted by COUNTY.
- 4.6 Communicable diseases (e.g. COVID -19) or other community emergencies may impact relocation and placement decisions, face-to-face contract requirements and life skills training. Safety measures may need to be implemented that could include, but not be limited to, social distancing, wearing of face coverings and virtual meetings.
- 4.7 CONTRACTOR shall give priority placement preference to applicants referred by Los Angeles County, **and** notify CPM before accepting THPP-NMD Participants from other counties.
- 4.8 CONTRACTOR shall not request the CSW/DPO to perform any duties that are the CONTRACTOR's responsibility.

- 4.9 CONTRACTOR shall follow any COUNTY established protocols relative to the implementation of AB 12, SB 612, SCPM, and Continuum of Care Reform (CCR).
- 4.10 CONTRACTOR shall include the principles of the Child Welfare League of America (CWLA) Standards of Excellence for Transition, Independent Living and Self-Sufficiency Services (<http://www.cwla.org/our-work/cwla-standards-of-excellence/standards-of-excellence-for-child-welfare-services/>) and Positive Youth Development (<https://youth.gov/youth-topics/positive-youth-development>) in their program models.
- 4.10.1 *“The CWLA Standards for Transition, Independent Living, and Self-Sufficiency Services focus on planning and providing independent-living services by voluntary and public child welfare agencies. The agency's approach to working with young people must integrate a comprehensive long-term plan that includes the activities necessary to prepare an adolescent for eventual self-sufficiency. These standards provide the framework for the successful planning, delivery, coordination, and development of family, community, and agency resources toward this goal.”*
- 4.10.2 THPP-NMD 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 THPP-NMD Participants. Ideally, ongoing contact will help THPP-NMD Participant 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 THPP-NMD Participants to become a thriving and vital member of society.
- 4.11 CONTRACTOR shall ensure that THPP-NMD Participants are given the greatest amount of independence possible, based on the THPP-NMD Participant's developmental needs and readiness for independence.

COUNTY Youth Development Services (YDS) Division

- 4.12 CONTRACTOR shall provide information **to THPP-NMD Participant** about the COUNTY YDS Division and the services that are offered, including the Independent Living Program's (ILP) website: www.ILPOnline.org, how to connect with his/her ILP Transition Coordinator, resources, Teen Clubs, and employment referrals, to assist the THPP-NMD Participant with increasing his/her self-sufficiency level.
- 4.13 CONTRACTOR shall encourage the THPP-NMD Participant to register for email notifications from YDS.

Transitional Independent Living Plan (TILP), (Exhibit A-1)

- 4.14 CONTRACTOR shall provide the necessary care, supervision, and services as necessary to facilitate the THPP-NMD Participant's achievement of the goals in the TILP.
- 4.15 CONTRACTOR shall document services provided for each TILP goal and indicate plan to help the THPP-NMD Participant achieve stated goals if they are not obtained by completion date.
- 4.16 CONTRACTOR shall provide information about the THPP-NMD Participant's progress with TILP goals to the assigned CSW/DPO no more than 30 days before the current TILP's expiration date.

SOC 161 AB 12/EFC Participation Goals (Exhibit A-2a)

- 4.17 CONTRACTOR shall provide supportive services, as described under Subsection 8.5 below, to assist THPP-NMD Participant in maintaining and ultimately achieving his/her primary and secondary AB12/EFC participation goals.
- 4.18 CONTRACTOR shall not require THPP-NMD Participant to participate in additional employment or educational training above the minimum requirements stated in Section 8.6 herein if they are not the primary AB 12/EFC participation goals.
- 4.19 CONTRACTOR shall continuously monitor THPP-NMD Participant's AB12/EFC progress and notify CSW/DPO and CPM whenever there is a concern regarding the THPP-NMD Participant's lack of progress towards his/her AB12/EFC participation goal(s). However, the COUNTY will make the ultimate determination regarding a THPP-NMD Participant's AB12/EFC eligibility and ability to remain in the THPP-NMD.
- 4.20 CONTRACTOR shall document services provided for each THPP-NMD Participant's goal and indicate plan to help THPP-NMD Participant achieve stated goals if they are not obtained by the State of California (SOC) form 161 expiration date. (SOC 161 is a document specifying EFC goals and the expiration date is six months from the date the document was signed.)
- 4.21 CONTRACTOR shall provide this information to the assigned CSW/DPO no more than 30 calendar days before the current SOC 161 expires (see Section 4.6 in Contractor Expectations/Responsibilities, which may impact timeframes).

5.0 HOUSING OPTIONS FOR THPP-NMD PARTICIPANTS

5.1 Community Care Licensing (CCL) License and Site Visits

5.1.1 CONTRACTOR is required to have a valid CCL THPP-NMD license at all times.

5.1.1.1 CONTRACTOR shall be solely responsible for any application processing or annual fees required for obtaining and maintaining a valid THPP-NMD license.

5.1.2 CONTRACTOR shall notify CPM whenever CCL conducts a site visit and provide reason(s) and outcome(s) of each visit.

5.2 Housing Models

CONTRACTORS shall use one or more of the following housing models for THPP-NMD to support the individual self-sufficiency needs and skills of each THPP-NMD Participant:

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

5.2.2 Single Site: A placement where a THPP-NMD 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 on-site and provide supervision.

5.2.3 Remote Site: A single housing unit where the THPP-NMD Participant lives independently and 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.

5.2.4 Unit Site: May include apartments, single family dwellings, or condominiums rented or leased by the CONTRACTOR in various locations, not necessarily near each other.

5.3 Co-Leasing of Units

CONTRACTOR shall follow Co-Leasing Guidelines (Exhibit A-5) and obtain approval from CSW/DPO **and** CPM before a THPP-NMD Participant may co-lease a Unit with CONTRACTOR.

5.4 Unit-Sharing with Non-THPP-NMD Participants

CONTRACTOR shall follow Unit-Sharing Guidelines (Exhibit A-6) and obtain approval from CSW/DPO **and** CPM before a THPP-NMD Participant may share a Unit with a non-THPP-NMD Participant.

5.5 Unit Certification Process

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements, including any and all payments for each Unit used for THPP-NMD Participants. Lease/rental agreements shall not be in the THPP-NMD Participant's name unless CONTRACTOR receives advanced approval from the CSW/DPO and CPM (refer to Exhibit A-5).

5.6 Certificates of Compliance or Approval

5.6.1 CONTRACTOR shall ensure that selected Units are in compliance with all CCL regulations before signing rental/lease agreements.

5.6.2 CONTRACTOR shall complete and sign a Certificate of Compliance (or Certificate of Approval for FFA Host Family homes) for each THPP-NMD Unit.

5.6.2.1 CONTRACTOR shall submit all Certificates of Compliance/Approval to CPM annually or upon recertification, and when accepting a THPP-NMD Participant into the THPP-NMD Unit.

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

5.6.2.2.1 CONTRACTOR shall decertify any Unit no longer being used for THPP-NMD.

5.6.3 CONTRACTOR shall notify CCL and CPM, in writing within seven ~~(7)~~ business days, when a THPP-NMD Unit is approved for use, **and** when the Unit is no longer being used for THPP-NMD Participants.

5.6.4 CONTRACTOR shall provide CCL and CPM with a list of all current addresses and telephone numbers of all THPP-NMD and staff residential Units.

5.6.4.1 CONTRACTOR shall provide the list upon CONTRACT execution and quarterly thereafter (Jan 15th, April 15th, Jul 15th and Oct 15th), or whenever a change is made.

5.7 Fire Clearances

5.7.1 CONTRACTOR shall secure and maintain for each THPP-NMD Unit any fire clearance ~~required and that has been~~ approved by the local jurisdictional fire authority ~~having jurisdiction~~.

5.7.2 A fire clearance is required for the placement of a non-ambulatory individual. A non-ambulatory individual may include a THPP-NMD Participant and/or the child(ren) of the THPP-NMD Participant.

5.7.3 CONTRACTOR shall provide copies of fire clearances to CPM no more than seven (7) business days prior to placement of any THPP-NMD Participant.

5.8 Housing Unit Requirements

5.8.1 CONTRACTORS shall make every effort to utilize Units where THPP-NMD Participants may continue to live following transition from foster care and allow THPP-NMD Participants to keep their Unit furnishings following transition from the CONTRACTOR'S program.

5.8.2 CONTRACTOR shall provide Units to accommodate THPP-NMD Participants who are pregnant and/or parenting, identify as LGBTQ (Lesbian, Gay, Bisexual, Transgender and Questioning), have physical disabilities, and/or managed mental health concerns.

5.8.3 CONTRACTOR shall place THPP-NMD Participants according to his/her self-expressed gender identity.

5.8.4 CONTRACTOR shall ensure that when THPP-NMD Participants share a bedroom with minors, it documents that the bedroom sharing arrangements ensure the health and safety of the minor and the THPP-NMD Participant, and that the roommates are compatible.

5.8.5 When considering compatibility, CONTRACTOR shall consult with each THPP-NMD Participant in its care, in an age and developmentally appropriate manner, regarding the THPP-NMD Participant's sexual orientation and gender identity, and what information the THPP-NMD Participant wishes to disclose and to whom.

5.8.6 CONTRACTOR shall not disclose information about the THPP-NMD Participant's sexual orientation and/or gender identity against the THPP-NMD Participant's wishes, unless compelled to do so by law or court order.

5.8.7 CONTRACTOR shall agree to the following requirements:

5.8.7.1 No more than six (6) individuals, including NMDs and minor children, shall share a Unit. ~~THPP-NMD Participants can include the children of a THPP-NMD.~~

5.8.7.2 Each THPP-NMD 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 his/her budget.

- 5.8.7.3 THPP-NMD Participant may share a Unit with a THPP Participant if they are same self-expressed gender identity siblings, or shared rooms prior to the THPP-NMD Participant turning 18, and remain compatible to share a Unit.
- 5.8.7.4 THPP-NMD Participants of the opposite self-expressed gender identity, including siblings, shall not share a Unit. This excludes THPP-NMD Participant's minor child(ren).
- 5.8.7.5 THPP-NMD Participant shall not share a Unit with any other individual not enrolled in THPP-NMD, except a minor child(ren) of the THPP-NMD Participant and/or another person who has been approved by the CONTRACTOR, CSW/DPO and CPM (refer to Exhibit A-6).
- 5.8.7.6 THPP-NMD Participants placed with their minor child(ren) shall have the Unit equipped with safety features, including, but not limited to, childproof cabinets, drawer locks, door locks, and electrical outlet covers.
- 5.8.7.7 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.
- 5.8.7.8 No bedroom shall be used as a general passageway to another room.
- 5.8.7.9 No more than two ~~(2)~~ THPP-NMD Participants, including minor children placed with NMDs, shall occupy a bedroom.
- 5.8.7.10 Bedrooms shall have drawer space for the THPP-NMD Participant's belongings and closet space to accommodate his/her clothing and personal belongings.

5.9 Unit Maintenance and Safety

CONTRACTOR shall conduct site inspections at least twice per month to ensure units are safe, clean and appropriately maintained.

CONTRACTOR is responsible for securing temporary housing for THPP-NMD Participants due to infestation of insects, bugs, rodents, etc.

5.9.1 Maintenance

5.9.1.1 Units shall be repainted as needed and in accordance with local tenant housing laws.

5.9.1.2 Carpet shall be replaced as needed and in accordance with local tenant housing laws.

5.9.2 Safety

CONTRACTOR shall ensure that each Unit has the following:

5.9.2.1 A working carbon monoxide and smoke detector in the hallway, and a working smoke detector in each bedroom.

5.9.2.1.1 CONTRACTOR shall provide training to THPP-NMD Participants upon placement in the Unit and at least annual training regarding the purpose of the carbon monoxide and smoke detectors, consequences for disabling them, how to test them, and how to change its batteries (if applicable) twice per year during March and November.

5.9.2.2 One or more operable fire extinguishers that are serviced/replaced as required.

5.9.2.3 CONTRACTOR shall maintain legible receipts and/or certification to confirm when extinguishers expire or need servicing.

5.9.2.3.1 CONTRACTOR shall provide initial and at least annual training to THPP-NMD Participants on the use of the fire extinguisher, and what to do if it needs to be replaced or re-serviced.

5.9.2.4 An operable emergency radio.

5.9.2.4.1 CONTRACTOR shall provide initial and at least annual training on how to use, maintain, and store the emergency radio.

5.9.2.5 Emergency ladders in each bedroom for units that are located above the ground (first) floor.

5.9.2.6 A current emergency plan specific to the Unit location shall be given to each THPP-NMD Participant upon placement.

5.10 Furniture Required for Units

5.10.1 Each THPP-NMD Unit shall be appropriately furnished and shall include items that are commonly found in family homes. The minimum furnishing requirements are included on Exhibit A-9, THPP-NMD Participant Unit/Furniture Inventory.

5.10.2 Upon transition from foster care, each THPP-NMD Participant shall keep his/her Unit furnishings agreed upon at orientation as indicated on Exhibit A-9.

5.10.3 CONTRACTOR shall ensure provided furniture is in good and safe condition.

5.10.4 CONTRACTOR will replace/repair or place an order and/or work order for furniture that poses a safety hazard for THPP-NMD Participant and/or THPP-NMD Participant's child(ren) as soon as possible, but within three (3) business days of discovery or notification by the THPP-NMD Participant and no more than 10 business days for non-hazardous furnishings. CONTRACTOR is to notify the CPM if the replacement or repair goes beyond the respective three or 10 business days.~~and replace/repair non-hazardous furniture within ten (10) business days of discovery.~~

5.10.5 If THPP-NMD Participant caused damage to the furniture, then CONTRACTOR will present a claim to the THPP-NMD Participant to pay for the replacement or repair of furniture through THPP-NMD Participant's funds, and submit copies to the THPP-NMD Participant's DPO/CSW. If it is determined that the THPP-NMD Participant's behavior is the direct cause for the damage, the THPP-NMD Participant pays.

5.10.6 CONTRACTOR shall ensure that a work order for damaged major appliances (including but not limited to refrigerators, stoves, ovens, and heating/air conditioning units) is initiated within 24 hours of discovery or being notified of the damage, and shall ensure the well-being of the THPP-NMD Participant until such time that the appliance can be repaired or replaced. CONTRACTOR will send CPM a copy of the work order within two business days if repair or replacement will take longer.~~are replaced or repaired within 48 hours of discovery of the damage.~~

5.10.7 At the time of placement, the CONTRACTOR shall provide the THP-NMD unit with a new set of dishware for a minimum of four people.

5.10.8 CONTRACTOR shall provide the THP-NMD unit with a new set of glassware, permanent plastic cups, eating utensils, knives, pots and pans, dish towels, dishcloths, and oven mitten(s) at the time of placement for four to six people.

5.10.9 CONTRACTOR shall work with the Paparticipant to use participant funds to pay for the replacement of damaged and/or missing kitchen supplies,

to ensure the unit ~~continues to have~~ ~~has a new~~ the items listed in 5.10.8 ~~set of dishes~~ for a minimum of four to six people, ~~including glassware, plastic cups, eating utensils, knives, pots and pans, dish towels, dishcloths, and oven mittens~~. The goal is that each unit has the minimum required number of items to support life skills accountability (e.g. “put dirty silverware and dishes in the sink, not the trash”).

5.10.10 CONTRACTOR shall replace kitchen supplies within five ~~(5)~~ business days of discovery for damage due to ordinary wear and tear. CONTRACTOR shall request that a maximum of \$50.00 per month be collected from the THPP-NMD Participant's ~~personal funds, excluding money received from allowance or mandatory savings~~, in order to pay for the replacement of missing and/or damaged kitchen supplies NOT a result of ordinary wear and tear.

5.10.11 CONTRACTOR shall ensure each THPP-NMD Participant and his/her child(ren) has a clean bed upon placement in the Unit.

5.10.11.1 CONTRACTOR shall ensure each THPP-NMD Participant and his/her children have his/her own bed/crib/bassinet and shall not share a bed/crib/bassinet.

5.10.11.2 If the bed is too short or not wide enough for the THPP-NMD Participant or his/her child, the CONTRACTOR shall immediately replace the bed and mattress and ensure it is an appropriate size for the THPP-NMD Participant and his/her children.

5.10.11.3 Bunk beds, cots, rollaway beds, or futons shall not be used by THPP-NMD Participants or their child(ren) for beds.

5.10.11.4 CONTRACTOR may allow THPP-NMD Participant to bring his/her own bed and bedding if it is safe and in good condition. If these items later prove to be unsuitable, CONTRACTOR shall follow the guidelines listed in section 5.10.11.

5.10.12 CONTRACTOR upon placement shall provide each THPP-NMD Participant new linens, such as a mattress pad, flat sheet, fitted sheet, pillow, pillowcase, blanket comforter/quilt or a bed-in-a-bag, and a comfortable mattress and box spring in good condition.

5.10.13 CONTRACTOR shall not provide used or second-hand linens for use by THPP-NMD Participants or their child(ren).

5.10.14 CONTRACTOR shall provide a large capacity refrigerator if three or more THPP-NMD Participants share a unit. The capacity of the refrigerator shall be a minimum of 20 cubic feet, or one that receives prior approval from the CPM.

5.10.15 CONTRACTOR shall provide each THPP-NMD Participant with a towel rack, soap bar dish and space for toothbrush, and mirror.

5.10.16 CONTRACTOR shall conduct an inventory of THPP-NMD Participant's items for THPP-NMD Participants transitioning from another THPP to determine if new and/or additional items are needed for the THPP-NMD Unit.

5.10.17 CONTRACTOR shall ensure that units have appropriate window treatments that provide privacy.

5.10.17.1 If THPP-NMD Participant caused damage to window treatments, CONTRACTOR shall repair or replace the window treatments to ensure privacy and will present claim (copies given to DPO/CSW) to THPP-NMD Participant to use THPP-NMD Participant's funds, excluding allowance and mandatory savings funds, to pay for the repair or replacement.

5.11 Unit Locations

5.11.1 THPP-NMD Unit(s) shall be within one mile of of public transportation, and within three miles of the following: public transportation, grocery store, ~~medical care~~, and laundry and dry-cleaning services and within five miles of medical care. CONTRACTOR shall make provisions for THPP-NMD Participants with any Americans with Disabilities Act (ADA) issues.

5.11.2 CONTRACTOR shall ensure that various employers or employment opportunities shall be in close proximity to all THPP-NMD Units when using public transportation.

5.11.3 CONTRACTOR shall secure THPP-NMD Units that are in close proximity to, and no more than one hour each way via public transportation, schools, including post-secondary institutions.

5.11.4 CONTRACTOR shall make every effort to secure property locations for THPP-NMD Participants where parking for THPP-NMD Participants is free, readily available and accessible.

5.11.5 Request for consideration of exceptions to distance requirements may be sent on agency letterhead with the proposed location to the County Program Manager.

6.0 STAFFING REQUIREMENTS & RECORDING-KEEPING

6.1 CONTRACTOR shall maintain the following staffing ratios at all times, and ensure that its staff meets legislative qualifications, including any additional California Department of Social Services (CDSS)/CCL regulations, for each

position s/he holds. To request an exception to these requirements, including staff hired before January 1, 2018 (or January 1, 1995 for FFA staff), please consult with CCL. COUNTY will accept official exception approvals from CCL.

6.1.1 Program Administrator (Director/Manager)

CONTRACTOR shall employ at least one (1) Program Administrator ~~who~~

6.1.1.1 Program Administrator shall be present in the THPP-NMD facility a minimum of 20 hours per week during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

6.1.1.1.1 Program Administrators assigned to more than one THPP-NMD location, shall not serve in any other position.

6.1.1.1.2 Program Administrators, who also serve as the Social Work Supervisor, shall not carry a caseload.

6.1.1.1.3 When the Program Administrator is absent from the THPP-NMD location(s), there shall be coverage by the administrator's designee as stated in Subsection 4.3.

6.1.1.2 Program Administrator is responsible for, but not limited to, operation of the THPP-NMD, appointing and dismissing staff, organizing and administering a program of staff development for all staff.

6.1.1.3 Program Administrator Qualifications

CONTRACTOR's Program Administrator(s) shall meet the qualifications in Title 22, Division 6, Chapter 7, Section 86064 and meet one of the following requirements:

Have a Master's Degree in a behavioral science from an accredited graduate school, as defined in Section 94302 of the Education Code, or a graduate program approved by the California Private Post-Secondary and Vocational Education Bureau, and plus at least one year of administrative experience or supervisory experience over social work, child care, or support staff providing direct services to children in an agency or in a community care facility with a licensed capacity of six or more.

OR

Have a Master's Degree in a behavioral science from an accredited college or university, as defined in Section 94302 of the Education Code, and plus two years of employment as a social worker, in an agency serving children or in a group residential program for children in an agency or in a community care facility with a licensed capacity of six or more.

OR

Have a Bachelor's Degree from an accredited college or university as defined in Section 94302 of the Education Code, and plus at least three years' administrative experience or supervisory experience over social work, child care, or support staff providing direct services to children in an agency or in a community care facility with a licensed capacity of six or more.

6.1.1.3.1 CONTRACTOR may apply to CCLD to request an exception to the requirements stated above based on SB 612 or completion of equivalent education and experience

6.1.1.3.1.1 COUNTY will honor approved exceptions from CCLD

~~Have a Master's Degree or higher from an accredited or state-approved graduate school, or equivalent education and experience, as determined by DCFS. The following degrees will be considered as meeting the qualifications:~~

- ~~1) Marriage, family and child counseling~~
- ~~2) Child psychology~~
- ~~3) Child development~~
- ~~4) Counseling psychology~~
- ~~5) Social psychology~~
- ~~6) Clinical psychology~~
- ~~7) Educational psychology~~
- ~~8) Education, with an emphasis in counseling~~
- ~~9) Social work or social welfare~~
- ~~10) Any area that includes the counseling or psychotherapy content required for licensure as Licensed Professional Clinical Counselor, as specified in Sections 4999.32 and 4999.33 of the Business and Professions Code.~~
- ~~11) A subject area that is functionally equivalent to those listed above, as set forth by CCL.~~

AND

~~Have a minimum of two (2) years of experience in a public or private child welfare social services setting or specific experience working with transition age youth who are 16 to 24 years of age, inclusive.~~

~~CONTRACTOR staff who were hired as Program Administrators prior to January 1, 2018, shall not be required to meet the above requirements in order to remain employed as Program Administrators.~~

6.1.2 Social Work Supervisor

CONTRACTOR shall employ one (1) full-time Social Work Supervisor for every eight (8) social workers (case managers) or fraction thereof.

6.1.2.1 A Social Work Supervisor may function as a social worker when supervising fewer than eight (8) Social Workers and shall be allowed to carry three (3) cases in place of supervising one social worker.

6.1.2.1.1 CONTRACTOR's Social Work Supervisor shall not serve as the lead Social Worker (case manager), or Program Administrator, if he/she also carries a caseload.

6.1.2.2 CONTRACTOR shall ensure that Social Work Supervisors who carry a caseload, shall not be located more than two hours travel time by automobile from the THPP-NMD Participant(s) on his/her caseload.

6.1.2.3 Social Work Supervisor is responsible for, but not limited to, providing supervision to Social Workers (case managers), including reviewing case documentation for timeliness, content and accuracy; reviewing and approving all reports and documents prepared by Social Workers (case manager) before they are submitted to CSW/DPO, THPP-NMD Participant and CPM; confirming Social Worker (case manager) is contacting and meeting with THPP-NMD Participants as required, and documenting outcome of the contacts and meetings; ensuring the Social Worker (case manager) is providing or coordinating life skills; and fulfilling the Social Worker (case manager) duties when also functioning in that capacity.

6.1.2.4 Social Work Supervisor Qualifications

Master's Degree from an accredited or State approved graduate school, as defined in Section 94302 of the Education Code, or a graduate program approved by the California Private Post-

Secondary and Vocational Education Bureau in one or more of the following areas:

- 1) Social work or social welfare
- 2) Marriage, family and child counseling
- 3) Child psychology, child development
- 4) Counseling psychology, social psychology
- 5) Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professions Code
- 6) Education with a counseling emphasis, ~~or ; or Equivalent Master's Degree in human services or behavioral science degree acceptable to CDSS~~
- 7) Equivalent Master's Degree in human services or behavioral science degree acceptable to CDSS

AND

In addition to the degree specifications, all of the following coursework and field practice or experience shall be completed prior to employment:

- At least three semester units or 100 days of internship, field practice or experience in a 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
- At least three semester units in working with minority populations; or 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.

6.1.3 Social Worker (Case Manager)

CONTRACTOR shall employ one ~~(4)~~ Social Worker (case manager) for every 12 THPP-NMD Participants. If CONTRACTOR's Social Worker

(case manager) has a shared caseload, CONTRACTOR shall designate a lead Social Worker (case manager) for each shared caseload.

If CONTRACTOR has three or fewer Participants, and its Social Work Supervisor is not supervising eight or more Social Workers (case managers), its Social Work Supervisor may function as the Social Worker (case manager) for those Participants, as long as the Social Work Supervisor is not also serving in the capacity of Program Administrator.

6.1.3.1 CONTRACTOR shall ensure that Social Workers (case managers) are located no more than two ~~(2)~~ hours travel time by automobile from the THPP-NMD Participant(s) on their caseload.

6.1.3.2 CONTRACTOR shall have a Social Worker (case manager) on call 24 hours per day.

6.1.3.3 CONTRACTOR's shall ensure that all staff who share a caseload meet the qualifications for Social Worker (case manager).

6.1.3.4 Social Worker (case manager) is responsible for, but not limited to, evaluation and assessment of the eligible NMD for participation in the THPP-NMD; supervision of the placement of the THPP-NMD Participant in the THPP-NMD Unit; development and updating of the THPP-NMD Participants needs and services plan; and provision of social and support services to THPP-NMD Participants.

6.1.3.5 Social Worker (case manager) shall meet in person with each THPP-NMD Participant for at least 60 minutes per month to provide case management services, to include transition planning and meeting the stated goals in the NMD's Transitional Independent Living Plan's (TILP's).

6.1.3.6 Social Worker (Case Manager) Qualifications

Master's Degree from an accredited or State approved graduate school, as defined in Section 94302 of the Education Code, or a graduate program approved by the California Private Post-Secondary and Vocational Education Bureau in one or more of the following areas:

- 1) Social work or social welfare
- 2) Marriage, family and child counseling
- 3) Child psychology, child development
- 4) Counseling psychology, social psychology

- 5) Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professions Code
- 6) Education with an emphasis on counseling; or
- 7) Equivalent Master's Degree in human services or behavioral science degree acceptable to CDSS

AND

In addition to the degree specifications, all of the following coursework and field practice or experience shall be completed prior to employment:

- At least three semester units or 100 days of internship, field practice or experience in a 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
- At least three semester units in working with minority populations; or 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

~~At minimum, a baccalaureate degree in any of the following areas:~~

- ~~1) Marriage, family and child counseling~~
- ~~2) Child psychology~~
- ~~3) Child development~~
- ~~4) Counseling psychology~~
- ~~5) Social psychology~~
- ~~6) Clinical psychology~~
- ~~7) Educational psychology~~
- ~~8) Education, with an emphasis in counseling~~
- ~~9) Social work or social welfare~~
- ~~10) Any area that includes the counseling or psychotherapy content required for licensure as Licensed Professional Clinical Counselor, as specified in Sections 4999.32 and 4999.33 of the Business and Professions Code.~~
- ~~11) A subject area that is functionally equivalent to those listed above, as set forth by CCL.~~

OR

~~Have at minimum a baccalaureate degree **and** at least two (2) years' experience in a public or private child welfare social services setting or specific experience working with transition age youth who are 16 to 24 years of age, inclusive.~~

~~6.1.3.7 CONTRACTOR staff who were hired as Social Worker (case managers) prior to January 1, 2018, shall not be required to meet the above requirements in order to remain employed as Social Workers (case managers).~~

6.1.3.8 CONTRACTOR may apply to CCLD to request an exception to the requirements stated above based on **SB 612 or** completion of equivalent education and experience.

6.1.3.8.1 COUNTY will honor approved exceptions from CCLD.

6.1.4 Single Site Supervisor

6.1.4.1 CONTRACTOR shall employ one **(4)** Single Site Supervisor (SSS) for each location that is licensed for a Single Site housing model.

6.1.4.2 SSS shall be available to THPP-NMD Participants 24 hours a day, seven **(7)** days per week, and on-site for the minimum number of hours required by CCL regulations.

6.1.4.3 SSS 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 THPP-NMD Participants)

AND

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

OR

- c) Six months of 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

*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.

- 6.1.4.4 In the event CDSS issues new qualifications for THPP-NMD SSS staff, CONTRACTOR's SSS staff shall meet those qualifications as they will supersede the COUNTY's qualifications.

6.1.5 Host Family Staff

- 6.1.5.1 CONTRACTOR shall employ at least one ~~(1)~~ host family staff for each host family housing site.
- 6.1.5.2 CONTRACTOR shall ensure that its FFA Host Family staff has the ability to distinguish between roles and expectations if he/she is providing host family services for the FFA and THPP-NMD.
- 6.1.5.3 Host Family Qualifications
 - 6.1.5.3.1 Possess all the minimum qualifications required for the SSS position.
 - 6.1.5.3.2 Have the qualifications, education and experience to teach THPP-NMD Participant independent living skills that will assist the THPP-NMD Participant with becoming self-sufficient.
 - 6.1.5.3.3 Meet the host family requirements and trainings per Title 22, Division 6, Chapter 8.8 Foster Family Agencies.
- 6.1.5.4 In the event CDSS issues new qualifications for THPP-NMD Host Family staff, CONTRACTOR's Host Family staff shall meet those qualifications as they will supersede the COUNTY's qualifications.

6.1.6 Volunteers

- 6.1.6.1 CONTRACTOR shall ensure its volunteers possess all the minimum qualifications required as appropriate for their assigned duties.

6.1.6.2 Volunteers are required to report incidents of abuse/neglect in accordance with, Title 22, Division 6, Section 86161.

6.1.7 Employee (Paid, Volunteer and Intern) Certification and Training

6.1.7.1 CONTRACTOR agrees to certify, train, and monitor THPP-NMD staff, interns, and volunteers who will provide direct services/support to THPP-NMD Participants in compliance with Title 22, Division 6, Section 80065 (excluding subparts (c) and (e)) and Section 86005.

6.1.7.2 CONTRACTOR shall ensure that all THPP-NMD staff are trained in CPR and First Aid and shall maintain an age appropriate certification in CPR from persons qualified to provide such training.

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

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

6.1.7.4 Only THPP-NMD staff, interns and volunteers that have been approved and certified by CONTRACTOR shall have direct contact with THPP-NMD Participants.

6.1.7.5 CONTRACTOR is solely responsible for confirming that its THPP-NMD staff meet the licensing qualifications for their respective positions, and for maintaining all source documents.

6.2 Employee/Volunteer Training Certification

6.2.1 Training for all THPP-NMD staff, interns and volunteer personnel (including host family foster parents) shall address the NMD's right to have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment based on actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status or any other health or medical condition.

6.2.2 CONTRACTOR shall ensure that, prior to or within 90 days of employment, all staff shall receive a minimum of one-hour training in the following areas:

- a) Child abuse identification and reporting,
- b) Characteristics of persons 16-21 years of age placed in long-term foster care,
- c) AB 12/Extended Foster Care,
- d) Involving Law Enforcement,
- e) Cultural Competency and Sensitivity,
- f) Shared Core Practice Model,
- g) Trauma-Informed Care,
- h) Commercial Sexual Exploitation of Children (CSEC),
- i) LGBTQ (Lesbian, Gay, Bi-Sexual, Transgender and Questioning) Youth, **and**
- j) Medical Marijuana
- k) Objectivity in case notes and Special Incident Report (SIR) documentation, and**
- l) General guidelines of the Statement of Work**

6.2.3 Additional training topics may include: cultural diversity, gender identity, gender expression, sexual orientation, adolescent/young adult development, identification and prevention of sexual exploitation including support services for victims, identification and prevention of substance ~~abuse~~ misuse including support services for the THPP-NMD Participants with substance **abuse misuse** issues, crisis intervention, and current issues the COUNTY determines and communicates to the CONTRACTORS.

6.2.4 CONTRACTOR shall submit on its agency letterhead that it certifies that all staff have completed the required trainings, as outlined in this SOW, within one year of commencing employment with CONTRACTOR. COUNTY will accept prior training of CONTRACTOR employees if the training occurred within the 12 months immediately preceding the commencement of employment with the contractor, and involved training from a program serving a population similar to the population served by this SOW.

6.2.4.1 CONTRACTOR shall maintain documentation that staff have completed the required training.

6.2.5 CONTRACTOR shall confirm each employee/volunteer meets the qualifications stated herein; including education and experience, for his/her specific position(s) and has received the necessary training and background clearances by providing CPM a signed statement on agency letterhead. The statement shall include the name of the employee, his/her position(s), and a certification that s/he meets the qualifications for each

position, has cleared a background clearance, has received required training(s) and indicate the date(s) each action occurred.

- 6.2.6 CONTRACTOR shall certify employees by submitting to the CPM on agency letterhead verification of fingerprinting clearances, Child Abuse Index clearance, and training (Subsection 6.2.2, a, b, c & d), prior to the staff commencing work with the THP-NMD Participant, for each employee, intern or volunteer who has contact with THPP-NMD Participants, with the exception of volunteers pursuant to Title 22 Section 80019(b)(5).

6.3 Certified Report for THPP-NMD Staff, Interns, Volunteers

- 6.3.1 CONTRACTOR shall complete the LIC 500 (Exhibit A-23) upon execution of CONTRACT, and when new staff are hired and submit a copy to CPM by the last day of each ~~applicable~~ month.
- 6.3.2 CONTRACTOR shall maintain a copy of each report for five ~~(5)~~ years in its personnel files.
- 6.3.3 CONTRACTOR shall notify CPM in writing when an employee is on vacation, suspended, or no longer employed by CONTRACTOR, or is on an extended leave (more than one month). The notification must be within ~~10 three (3)~~ business days and shall include the employee's name, position, leave date and expected return date.
- 6.3.4 CONTRACTOR shall indicate its plan to provide coverage for the employee's position.
- 6.3.5 Employee providing coverage (excluding volunteer) must meet the licensing requirements for the position and shall not occupy more than two of the positions required for THPP-NMD.
- 6.3.6 CONTRACTOR shall notify CPM in writing within ~~10 three (3)~~ business days when an employee on extended leave has returned to work and confirm that employee will continue in his/her previous position.
- 6.3.7 In the event, employee assumes a different position, CONTRACTOR shall provide within ~~10 three (3)~~ business days, the verification that employee meets the educational and experiential requirements for the new position.
- 6.3.8 In the event a change of staff occurs, CONTRACTOR shall notify CPM in writing; and CONTRACTOR within ~~10 three (3)~~ business days shall submit employee's certifications to CPM upon change in position or hiring, and prior to new staff having direct contact with any THPP-NMD Participant.

6.4 CONTRACTOR'S Personnel Files

- 6.4.1 CONTRACTOR shall maintain and retain records on each Certified employee/volunteer described herein and as required by CDSS/CCL in accordance with, but not limited to, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 7, Section 86066.
- 6.4.2 COUNTY may require CONTRACTOR to maintain and retain additional records, as COUNTY deems necessary.
- 6.4.3 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-NMD Participant.
- 6.4.4 CONTRACTOR shall maintain documentation that individuals have previously completed the required training, education and experience requirements in staff's personnel file including a copy of all training, resumes, degrees, certifications and credentials verifying previous employment and educational background.
- ~~6.4.5 CONTRACTOR shall maintain documentation that individuals have previously completed the required training.~~
- 6.4.6 Copies of annual training records and performance evaluations shall be available upon demand by CPM.
- 6.4.7 CONTRACTOR shall maintain current, accurate and legible time records for all paid staff, interns, and volunteers.

6.5 Grievances and Criminal Complaints

- 6.5.1 CONTRACTOR shall immediately notify the CPM of a grievance or criminal complaint filed against any employee or volunteer or allegation of child endangerment made within the scope of their employment with the CONTRACTOR.
- 6.5.2 CONTRACTOR shall prohibit employee/staff from further contact with all THPP-NMD Participants until the CPM has conducted an investigation into the allegation(s), complaints or grievances.

7.0 **TARGET POPULATIONS**

THPP-NMD Participants in THPP-NMD are NMD who meet the criteria as listed below and have been deemed eligible by the COUNTY to participate in the THPP-NMD program.

The COUNTY shall refer to CONTRACTOR, eligible THPP-NMD 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 Population to be served – Only those NMD who meet the following criteria are eligible to participate in the COUNTY THPP-NMD Program.

7.1.1 NMD 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, unless State officials allow for an extension due to a community emergency)

7.2 THPP-NMD Participants may remain in the program up to the day before his/her 21st birthday as long as he/she meets the eligibility criteria described above.

7.3 CONTRACTOR shall give placement preference (in no particular order) to the following NMDs who are:

1. Being released from camp
2. Currently homeless or without a stable placement
3. Re-entering care
4. Scheduled to leave Emergency Shelter Care (ESC)
5. Desiring to exit the YWCA Greater Los Angeles Workforce Development Program
6. Transitioning from a Short-Term Residential Treatment Placement (STRTP)
7. Pregnant and/or parenting
8. Managing their mental health concerns (with or without medication)
9. 19 years of age and older

7.4 CONTRACTOR shall not deny entry to or discharge a THPP-NMD Participant solely based on his/her parenting or pregnancy status. designate at least 20 percent of its units for pregnant and parenting applicants or custodial Participants who become pregnant (or parents) while in THPP-NMD.

- 7.5 CONTRACTOR may not deny an applicant based solely on age or the number of months s/he has remaining for EFC eligibility.
- 7.6 CONTRACTOR may not discriminate against THPP-NMD applicants or Participants based on race, gender, pregnancy, parental status, sexual orientation, mental or physical disability, residency status, or being victims of sexual exploitation or health or medical conditions.
- 7.7 CONTRACTOR may not deny any applicant, except as specified in Subsection 7.7.1 below, who has completed a sexual offender program or who has prior sexual abuse allegations based solely on the prior offense or allegation(s).
- 7.7.1 CONTRACTOR shall not place a THPP-NMD applicant who has prior sexual abuse allegations where a minor child resides in a Unit.

~~7.8 NMD who are on active duty in~~ NMDs who are incarcerated, on active duty military service, or other military service that prevents them from meeting with their CSW/DPO at least once a month are not eligible for AB 12/EFC and will not be considered for placement in the THPP-NMD. ~~the military or incarcerated are not eligible for AB 12/EFC and will not be considered for placement in THPP-NMD.~~

8.0 SCOPE OF WORK

8.1 REFERRAL AND PLACEMENT PROCESS

- 8.1.1 The COUNTY reserves the right to change the referral and screening process, including what documents are needed to determine eligibility, based on changes of circumstances within DCFS and Probation's THPP-NMD program administration, and the needs of the THPP-NMD Participant.
- 8.1.2 CONTRACTOR shall not accept any THPP-NMD applicant for placement without prior written authorization from the CPM. CPM shall have the sole discretion to determine if written authorization is needed prior to NMD being accepted for placement. If CONTRACTOR accepts a placement and/or places an applicant in THPP-NMD without prior written authorization from the CPM, the COUNTY may terminate this Contract.
- 8.1.3 NMDs may participate in the THPP-NMD with the permission of the CSW/DPO.
- 8.1.4 The CSW/DPO shall submit referral packet, inclusive of THPP-NMD Application (Exhibit A-33) and the required documents listed on the application, directly to the CONTRACTOR for screening.

8.1.4.1 Within 72 business hours of receiving application, CONTRACTOR shall notify CSW/DPO that application has been received, and advise of him/her of the status of the application (i.e. no vacancies, additional documents are needed, review is pending, etc.).

8.1.5 CONTRACTOR may request additional documents to make an appropriate assessment.

8.1.6 CONTRACTOR may not ask NMD or CSW/DPO to provide any confidential documents related to a prior allegation (i.e. investigate investigative narrative, minute orders, case notes, etc.)

8.1.7 CONTRACTOR shall schedule interviews with THPP-NMD applicants within seven (7) business days of receiving completed application and documents.

8.1.8 CONTRACTOR shall interview all applicants referred to its agency, unless CONTRACTOR does not have an immediate (30 business days or less) opening, applicant does not meet THPP-NMD eligibility requirements, or applicant is not appropriate for THPP-NMD.

8.1.8.1 Within 72 business hours of the interview, CONTRACTOR shall notify CSW/DPO and CPM of the outcome of said interview.

8.1.9 CONTRACTOR shall document the status of each applicant on the Referral Log (Exhibit A-35).

8.1.10 CONTRACTOR shall only keep a “waitlist” of applicants that it can provide placement for within 30 business days or less of receiving complete THPP-NMD application packet.

8.1.11 CONTRACTOR has the option to conduct a pre-placement orientation and site visit with the THPP-NMD applicant and CSW/DPO (if available). If the applicant and CSW/DPO agree to consider placement with the CONTRACTOR, the CONTRACTOR will schedule a site visit, if requested by applicant or CSW/DPO, for the applicant and the CSW/DPO prior to placement. The orientation and site visit may occur simultaneously.

8.1.12 CONTRACTOR shall conduct a Pre-Placement Appraisal (PPA) for all NMD that includes, but is not limited to the following:

- a) Confirmation that the NMD does not pose a threat to minor children in the THPP-NMD Unit (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 THPP-NMD to meet the needs of the NMD

8.1.12.1 CONTRACTOR shall provide to CPM an itemized (a-f), individualized and comprehensive written Pre-Placement Appraisal on agency letterhead that summarizes the assessment of the areas described above and a list of the services the CONTRACTOR plans to provide or link the Participant to.

8.1.12.2 CONTRACTOR may conduct Pre-Placement Appraisal while interviewing applicant for participation in THPP-NMD. PPA shall be signed by the person who completed the assessment and the Program Administrator's signature if the client being admitted has a known medical or mental health condition. For those clients who are admitted, a SAFETY meeting needs to occur within 5 business days of placement.

8.1.13 CONTRACTOR shall complete a Referral and Screening Form (RSF, Exhibit A-34) for each application reviewed. RSF is to be completed and signed by agency staff completing the interview. Applicants deemed inappropriate for placement, and not interviewed, must have their RSF signed by a supervising social worker or the program administrator, and must include information on how the applicant can strengthen his/her application (i.e. compliance with medication, completion of three therapy sessions, etc.), and the time-frame (i.e. 90 days, etc.) needed before CONTRACTOR will reconsider applicant.

If applicant's application meets the criteria in Section 8.1.8, no RSF is needed.

8.2 Placement

CONTRACTOR shall place all accepted applicants within 30 business days of receiving completed application packet and documents, or notify CPM if there will be a delay in placing applicant.

8.2.1 If the applicant decides not to accept placement with CONTRACTOR, or if CONTRACTOR cannot provide placement for THPP-NMD applicant, CONTRACTOR shall notify CPM (via phone call or email) within one (4) business day of decision and refer the THPP-NMD Participant back to CPM.

8.2.2 No more than seven (7) business days prior to the proposed placement date, CONTRACTOR shall confirm the suitability of the placement in

writing to the CPM by submitting the PPA, ~~RSF, THPP-NMD Referral and Screening Form (RSF, Exhibit A-34)~~, a completed Placement Information and Authorization Form (PIAF, Exhibit A-4) along with a current Certificate of Compliance/Approval, current CCL Facility Evaluation Report or THPP-NMD license, verification of liability insurance and a fire clearance if the THPP-NMD Participant and/or his/her children are non-ambulatory.

- 8.2.3 Signed PIAF is only valid for the location listed on the form. If the CONTRACTOR decides to place THPP-NMD Participant in a different location, CONTRACTOR shall submit another PIAF, Certificate of Compliance/Approval, verification of liability insurance and fire clearance, if applicable for new location.
- 8.2.4 CONTRACTOR shall initial and return PIAF to CPM or designee within ~~72~~ **48** business hours of THPP-NMD Participants placement in its THPP-NMD.
 - 8.2.4.1 CONTRACTOR shall notify CPM or designee, if THPP-NMD Participant is not placed within seven ~~(7)~~ business days of date the PIAF was signed by CPM or designee.
- 8.2.5 Upon placement, and annually, CONTRACTOR shall provide THPP-NMD Participant with information on what to do if he/she believes he/she has been abused or mistreated (by staff, other THPP-NMD Participants, etc.), and who to contact (CSW/DPO, law enforcement, CCL, attorneys, CPHL, etc.) and the telephone numbers for the contact person(s).
- 8.2.6 CSW/DPO or Probation's Placement Administrative Services (PAS) Program will provide the CONTRACTOR a SOC 152 – Agency Placement Agreement (Exhibit A-2), SOC 161- Six-Month Certification of Extended Foster Care Participation (Exhibit A-2a), and SOC 162 - Mutual Agreement for Extended Foster Care (Exhibit A-2b) or SOC 163 - Voluntary Re-Entry Agreement for Extended Foster Care (Exhibit A-2c) for each THPP-NMD Participant placed with CONTRACTOR.
- 8.2.7 DCFS CSW at the time of placement will provide CONTRACTOR with the THPP-NMD Participant's Medi-Cal card or Medi-Cal verification letter, Medical and Education Records or the Health and Education Passport Binder.
 - 8.2.7.1 Probation PAS will provide same documents when Delinquency Court modifies juvenile jurisdiction from W&IC 602 to 450 – Transition Jurisdiction. If former probation THPP-NMD Participant is re-entering foster care, PAS will provide summary of the THPP-NMD Participant's status and provide to CONTRACTOR documents post-placement.

8.3 Orientation Procedures

- 8.3.1 CONTRACTOR shall design a written orientation plan and submit it to the CPM for approval prior to accepting a THPP-NMD placement under this Contract.
- 8.3.2 The orientation plan shall indicate CONTRACTOR'S specific procedures and requirements for all THPP-NMD Participants.
- 8.3.3 The plan shall include, but not be limited to, the CONTRACTOR's policies incorporating applicable provisions of Welfare and Institutions Code §16522.1, such as vehicles, work expectations, preparation of meals, fines, budgeting, THPP-NMD 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.
- 8.3.4 A copy of the written orientation plan shall be available upon demand by CPM.
- 8.3.5 At the time of initial placement, the CONTRACTOR shall provide each THPP-NMD Participant, in the presence of the CSW/DPO (if available), a full orientation based on its written orientation plan.
- 8.3.6 A written copy of the procedures, rules and regulations shall also be provided to the THPP-NMD Participant and CSW/DPO.
- 8.3.7 THPP-NMD 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 the THPP-NMD Participant by CONTRACTOR. CONTRACTOR shall file the original Mandatory Orientation Checklist in the THPP-NMD Participant's THPP-NMD Record Folder and provide a copy to the THPP-NMD Participant.
- 8.3.8 CONTRACTOR shall give each THPP-NMD Participant, the CPM and YDS Ombudsman's contact information, the Advocacy Review Form (Exhibit A-22), and Personal Rights (Exhibit A-10) along with CONTRACTOR's Grievance/Complaint Procedures at the orientation.

8.4 Supervision and Monitoring of THPP-NMD Participants

CONTRACTOR shall file all paperwork and record all services and contacts on behalf of the THPP-NMD Participant in the THPP-NMD Participant Record Folder (TPRF) as referenced in Subsection 10.2.1.

- 8.4.1 CONTRACTOR, upon initial placement of THPP-NMD Participants, shall contact THPP-NMD Participants daily (in person or via text, email, social

media, or telephone) to facilitate THPP-NMD Participant's smooth transition into placement while in CONTRACTOR'S program.

8.4.1.1 As THPP-NMD Participant demonstrates stability and progress in program, and CONTRACTOR consults with CSW/DPO and THPP-NMD Participant, this daily contact schedule may be decreased with written authorization from CSW/DPO, to no less than twice per week while in CONTRACTOR'S program. However, if at any time the THPP-NMD Participant requests more frequent contact, the CONTRACTOR shall oblige.

8.4.1.1.1 CONTRACTOR shall maintain legible and accurate documentation of each contact.

8.4.1.1.2 CONTRACTOR shall have a written THPP-NMD Participant contact plan that outlines the procedures when NMD does not respond to contact attempts.

8.4.1.1.2.1 CONTRACTOR's plan shall include an in-person Unit visit if the THPP-NMD Participant has not responded for 72 consecutive hours, unless it is determined that an in-person Unit visit is needed sooner than 72 hours. 48 consecutive hours.

8.4.2 CONTRACTOR shall have in-person face to face contact with THPP-NMD Participants at least weekly. This is in addition to the daily contact that is required in Subsection 8.4.1.

8.4.3 CONTRACTOR may request written authorization from CSW/DPO to decrease this requirement to no less than twice per month for Participants who have demonstrated a higher level of independence. The reduction in weekly face to face contact does not preclude the Participant from completing at least 240 minutes of life skills training per month as required in Subsection 8.6.4.3 or meeting with Social Worker (case manager) at least 60 minutes per month.

~~8.4.3.1 CONTRACTOR may request written authorization from CSW/DPO to decrease this requirement to no less than twice per month for THPP-NMD Participants who have demonstrated a higher level of independence. The reduction in weekly face to face contact does not preclude the THPP-NMD Participant from completing at least 240 minutes of life skills training per month as required in Subsection 8.6.4.3.~~

- 8.4.4 Upon placement, and yearly thereafter, CONTRACTOR shall inquire about and discuss with CSW/DPO any visitation restrictions including court orders, and document conversation in TPRF.
- 8.4.5 CONTRACTOR shall notify the COUNTY within 24 hours whenever a THPP-NMD Participant is moved on an emergency basis from one site/home to another, or THPP-NMD Participant leaves (i.e. AWOL – 72 hours or more) the CONTRACTOR's program.
- 8.4.5.1 CONTRACTOR shall contact the DCFS Child Protection Hotline at (800) 540-4000 for THPP-NMD Participants placed by DCFS.
- 8.4.5.2 CONTRACTOR shall email Placement Administrative Services (PAS) at placementexitnotification@probation.lacounty.gov THPPNDM@probation.lacounty.gov, and notify the assigned Transition Jurisdiction Services (TJS) case carrying DPO for THPP-NMD Participants placed by the Probation Department. If the DPO cannot be reached, CONTRACTOR shall notify the TJS Supervisor at (909) 347-9128.
- 8.4.6 In cases where the CONTRACTOR has not had contact with the THPP-NMD Participant for three (3) consecutive days, and is aware the THPP-NMD Participant has not been in their THPP-NMD unit for that amount of time, CONTRACTOR must notify the assigned CSW/PAS no later than the third day to request a hold or Stop Payment (STOP).
- 8.4.7 CONTRACTOR shall notify CPM whenever a NMD is [residing sleeping](#) in the unit less than 51 percent of the time, and shall not allow a NMD to be absent from the unit for more than 14 [calendar](#) days in a month.
- 8.4.8 CONTRACTOR shall discuss the importance of and encourage all THPP-NMD Participants to receive annual medical and dental examinations.
- 8.4.9 CONTRACTOR shall ensure that a NMD parent, whose child(ren) is/are placed in the THPP-NMD, provides care and supervision for his/her child(ren) which includes having access to appropriate medical (and dental, if applicable) care, immunizations and routine examinations.
- 8.4.10 CONTRACTOR'S Social Worker (case manager) or Social Work Supervisor shall maintain at least monthly communication with the CSW/DPO and provide information regarding THPP-NMD Participant's progress/deficiencies, and SOC 161 & TILP goal attainment.
- 8.4.11 CONTRACTOR shall be available and comply with all requests from CSW/DPO to meet in person/face to face.
- 8.4.12 CONTRACTOR shall conduct unannounced site checks when there are concerns regarding the THPP-NMD Participant's safety and well-being.

- 8.4.12.1 For co-leasing or unit-sharing THPP-NMD Participants, CONTRACTOR shall follow procedures in Exhibits A-5 and A-6.
- 8.4.13 CONTRACTOR shall respect the THPP-NMD Participants' right to privacy and, unless it is an emergency, shall knock and/or ring the door bell, and allow THPP-NMD Participant an opportunity to answer the door, and announce themselves, before entering any occupied THPP-NMD Unit.
- 8.4.13.1 For co-leasing or unit-sharing THPP-NMD Participants, CONTRACTOR shall follow procedures in Exhibit A-5 and Exhibit A-6
- 8.4.14 CONTRACTOR shall develop, implement, and maintain written expectations, alternatives, and consequences for THPP-NMD Participants as outlined in Title 22, Division 6 Section 86172.1. The expectations, alternatives, and consequences shall also include procedures for when THPP-NMD Participants do not attend life skills training sessions as described in Subsection 8.6.4.3 or misuse their allowance.
- 8.4.15 The CONTRACTOR shall not subject THPP-NMD Participants to physical or unusual punishment, humiliation, emotional or mental abuse.
- 8.4.16 CONTRACTOR shall consider all alternatives before relocating a THPP-NMD Participant from one Unit to another. In instances where relocation is necessary, CONTRACTOR shall:
- ~~8.4.17 CONTRACTOR shall consider reasonable requests from CSW/DPO to relocate Participants.~~
- 8.4.16.1 Consider requests from CSW/DPO to relocate THPP-NMD Participant.
- 8.4.16.1.1 If CONTRACTOR and CSW/DPO disagree about relocating THPP-NMD Participant, CONTRACTOR shall request assistance from CPM to resolve disagreement.
- 8.4.16.2 Discuss relocation options with THPP-NMD Participant and CSW/DPO and obtain written permission from CSW/DPO to relocate THPP-NMD Participant.
- 8.4.16.3 Provide verification of CSW/DPO's agreement to relocate, and a Certificate of Compliance /approval for the new unit to the CPM.
- 8.4.16.4 If the THPP-NMD Participant is at risk or a risk to others or in imminent danger, the CONTRACTOR may relocate the THPP-NMD immediately.

8.4.17 If CONTRACTOR and CSW/DPO agree that relocation is necessary, but Participant refuses, CONTRACTOR shall document THPP-NMD Participant's refusal in TPRF. If CPM agrees that the situation cannot be resolved, CONTRACTOR shall provide a seven-day written notice to the CSW/DPO and CPM requesting removal of the THPP-NMD Participant. If the THPP-NMD Participant refuses to vacate the Unit, CONTRACTOR may initiate discharge process.

8.5 Required Supplies, Costs and Services

8.5.1 Personal Items at Placement

At time of placement, CONTRACTOR shall provide each THPP-NMD Participant with new full-size/standard size (not travel or promotional/trial size) items listed on the THPP-NMD Participant Unit/Furniture Inventory (Exhibit A-9). The original Participant Unit/Furniture Inventory shall be placed in the THPP-NMD Participant's Record Folder.

8.5.1.1 CONTRACTOR shall provide appropriate personal hygiene/grooming and first aid items for infants placed with THPP-NMD Participants.

8.5.1.2 CONTRACTOR shall consider the cultural/ethnic, health, medical, including allergies, and other needs of each THPP-NMD Participant when providing personal care items.

8.5.2 Clothing

8.5.2.1 CONTRACTOR shall ensure (including contacting CSW/DPO for assistance) that upon placement of a THPP-NMD Participant, the THPP-NMD Participant and his/her child(ren), if applicable, has or shall be provided with, at minimum, the age appropriate items listed on the Participant Clothing Inventory (Exhibit A-11).

8.5.3 Food

8.5.3.1 Upon placement, CONTRACTOR shall **supply ensure** THPP-NMD Participant has a variety of nutritious food and beverages for at least seven ~~(7)~~ business days. CONTRACTOR may consult with Participant about food options.

8.5.3.2 CONTRACTOR is solely responsible for incurring the cost for providing initial placement food, and this expense may not be deducted from Participant's allowance.

8.5.3.2.1 CONTRACTOR may provide grocery store gift card; however, THPP-NMD Participant must be given an opportunity to confirm the balance on the card.

8.5.3.3 Following placement, THPP-NMD Participant shall be solely responsible for purchasing his/her own food and beverages, using his/her monthly allowance.

8.5.3.4 In recurring instances, CONTRACTOR shall assist NMD with menu planning and grocery shopping, by providing a "hands-on" life skills session.

8.5.3.5 In situations where the THPP-NMD Participant does not have sufficient food and/or beverages, CONTRACTOR shall provide THPP-NMD Participant food and/or beverages to meet the regulations stated above, as outlined in the CONTRACTOR's COUNTY approved agency plan for monitoring food.

8.5.3.6 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 THPP-NMD Participant, unless the physician of the Participant advises otherwise.

8.5.3.7 CONTRACTOR shall allow a THPP-NMD Participant the opportunity to plan meals, grocery shop and store and prepare food.

8.5.3.8 CONTRACTOR shall allow a THPP-NMD Participant access to all meal preparation areas, appliances and utensils for meal preparation.

8.5.3.9 CONTRACTOR shall allow a THPP-NMD Participant the opportunity to participate in menu planning and meal preparation, but shall not require the THPP-NMD Participant to prepare meals for others except for his/her child(ren).

8.5.4 Responsibility for Utility Costs

8.5.4.1 CONTRACTOR shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THPP-NMD Unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit. ~~The bills for the THPP-NMD Unit shall not be in the THPP-NMD Participant's name.~~

8.5.4.2 The bills for the THPP-NMD Unit shall not be in the THPP-NMD Participant's name, unless the Participant is at least 20 years

old, has been in the placement with the agency for at least six months, and a determination is made that the Participant is ready to assume responsibility of bill payment. Bills in the name of Participants younger than 20 years old, will be considered on a case by case basis.

8.5.4.2.1 In all circumstances, CONTRACTOR shall be the third-party guarantor on all of bills mentioned in Section 8.5.4.1.

8.5.4.2.2 Prior to transferring bills into the Participant's name, CONTRACTOR shall provide training to Participant on paying bills timely, the consequences of not paying them timely, and how to transfer and terminate service. Additionally, CONTRACTOR shall ensure that Participant's monthly budget has funds allocated for each bill s/he will assume.

8.5.4.2.3 CONTRACTOR, Participant and Participant's CSW/DPO must agree to the transferring of bills, and sign an agreement that allows the Participant to inform CONTRACTOR if s/he is unable to pay the bill(s) and/or needs assistance with paying the bills.

8.5.4.3 CONTRACTOR shall follow procedures in Exhibits A-5 and A-6 for co-leasing or unit-sharing THPP-NMD Participants.

8.5.5 Communications

8.5.5.1 CONTRACTOR shall supply and maintain a minimum of one ~~(1)~~ telephone, and one telephone landline, for each Unit and pay for telephone service, including unlimited nationwide long distance and voicemail (or answering machine).

8.5.5.1.1 Telephone service must be operable at all times.

8.5.5.1.2 COUNTY will review for approval any documented alternative plan (DAP) approved by CCL to allow CONTRACTOR to provide other telephone options, including voice over Internet protocol (VOIP) or cell phones in lieu of landlines.

8.5.5.1.2.1 To request approval CONTRACTOR shall submit DAP and other assurances as necessary to ensure the THPP-NMD Participant will have access to an operable telephone at all times, to CPM.

8.5.5.1.2.2 CONTRACTOR must obtain CPM approval prior to using the DAP.

8.5.5.2 Telephone line(s) must be equipped with voice mail or an answering machine so that the THPP-NMD Participant can receive messages.

8.5.5.3 CONTRACTOR shall restrict all telephone services, such as THPP-NMD Participant *69, 1-900 calling and receiving collect calls, where there are additional fees for usage.

8.5.5.4 CONTRACTOR shall provide Internet service in each THPP-NMD Unit.

8.5.5.4.1 Internet service shall be operable at all times.

8.5.5.5 If CONTRACTOR subscribes to an Internet service, it shall be readily available to the THPP-NMD Participant.

8.5.5.6 CONTRACTOR shall ensure that communications service is readily accessible to the THPP-NMD Participant in the THPP-NMD Unit.

8.5.5.7 CONTRACTOR shall allow the THPP-NMD Participant (at his/her cost) to have, Internet service, cable, a personal landline or cellular telephone service, or a personal computer for Internet access in the THPP-NMD Unit. (This provision does not absolve CONTRACTOR of responsibility for providing communications services in each THPP-NMD Unit.)

8.5.5.7.1 For co-leasing or unit-sharing THPP-NMD Participants, CONTRACTOR shall follow procedures in Exhibits A-5 and A-6.

8.5.6 Health Related Services/Emergency Medical Care

8.5.6.1 CONTRACTOR shall discuss the importance of and encourage THPP-NMD Participants to receive all necessary first aid, medical, dental, vision and mental health care, and related services.

8.5.6.1.1 CONTRACTOR shall encourage the THPP-NMD Participant to participate in individual counseling, as needed. The doctor shall be within **one mile five miles** as referenced in Subsection 5.11.1, whenever possible, unless the THPP-NMD Participant chooses a provider in another location.

- 8.5.6.2 CONTRACTOR shall ensure that all parenting THPP-NMD Participants, including non-custodial parents who have visitation rights, of whom the CONTRACTOR has been informed in writing by the COUNTY, receive age appropriate First Aid and CPR training from persons qualified to provide such training.
- 8.5.6.3 CONTRACTOR shall maintain proof of successful completion of training and current certification shall be maintained in the personnel records and the TPRF.
- 8.5.6.4 CONTRACTOR shall assist a THPP-NMD Participant with developing the skills necessary for self-sufficiency in obtaining health services as specified in Title 22, Division 6, Section 86178, Responsibility for Providing Care and Supervision.
- 8.5.6.5 CONTRACTOR shall ensure a THPP-NMD Participant has access to first aid supplies appropriate to the needs of the THPP-NMD Participant.
- 8.5.6.5.1 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
- 8.5.6.5.2 CONTRACTOR shall train THPP-NMD Participant on how to monitor and replace used or expired items (see Section 4.6 for possible exception).
- 8.5.6.6 Upon the request of a THPP-NMD Participant with a health condition that requires prescription or nonprescription medication, CONTRACTOR's staff shall assist the THPP-NMD Participant with the self-administration of medication and injections if permitted by his/her physician.
- 8.5.6.7 CONTRACTOR shall ensure that the THPP-NMD Participant stores medication and injections in a manner that ensures the safety of other THPP-NMD Participants and children in the THPP-NMD Unit.

- 8.5.6.8 If a THPP-NMD Participant cannot determine his/her need for medication, THPP-NMD staff shall determine the need of the THPP-NMD Participant in accordance with medical instructions.
- 8.5.6.9 When transporting THPP-NMD Participants, CONTRACTOR shall ensure the THPP-NMD Participant and his/her children are secured in a safety restraint system in accordance with Vehicle Code Section 27315(e) and Section 27360(a).

8.5.7 Transportation

- 8.5.7.1 CONTRACTOR shall refer all THPP-NMD Participants to his/her ILP TC for participation in the MTA Free TAP card program for foster and probation youth. In the event this program is no longer available or has exceeded its allotment, CONTRACTOR shall work with THPP-NMD Participant to budget funds from his/her allowance for transportation.
- 8.5.7.2 If the CONTRACTOR provides transportation to a THPP-NMD Participant at the request of the NMD, the CONTRACTOR shall ensure that persons who transports THPP-NMD Participants use vehicles that are in safe operating condition.
 - 8.5.7.2.1 The CONTRACTOR and staff are prohibited from smoking, or permitting any person from smoking a pipe, cigar or cigarette containing tobacco or any other plant in a motor vehicle when minor children are present. This applies when the vehicle is moving or at rest.
- 8.5.7.3 Unless other arrangements are specified in the Transitional Independent Living Plan for a THPP-NMD Participant, the CONTRACTOR shall permit the THPP-NMD Participant to arrange for his/her own transportation.
- 8.5.7.4 A THPP-NMD Participant may, but shall not be required to, provide transportation to others in accordance with current driving laws.

8.5.8 THPP-NMD Participant Money Management

8.5.8.1 Monthly Monetary Allowance

The COUNTY reserves the right to increase and/or decrease allowance amounts. In the event CDSS increases/decreases the THPP-NMD placement rate, the COUNTY will increase/decrease the monthly allowance rate by the same percentage of the placement rate increase/decrease for each

year there is an increase/decrease. The COUNTY increase/decrease will be effective January 1st of each year.

- 8.5.8.2 CONTRACTOR shall complete with THPP-NMD Participant a Monthly Allowance Receipt (Exhibit A-13) for each THPP-NMD Participant and file it in the TPRF.

8.5.8.2.1 Each THPP-NMD Participant must date and sign the Monthly Allowance Receipt each month acknowledging the amount received. A copy shall be given to CPM, THPP-NMD Participant and CSW/DPO by the last day of each the following month.

- 8.5.8.3 CONTRACTOR shall issue THPP-NMD Participant's monthly allowance by the 2nd and 17th of each month.

8.5.8.3.1 In the event these days fall on a weekend or holiday, CONTRACTOR shall provide allowance on the prior business day.

8.5.8.3.2 CONTRACTOR shall issue each THPP-NMD Participant's allowance directly to THPP-NMD Participant. If CONTRACTOR uses pre-paid debit cards, the cards shall not have any fees charged to the THPP-NMD Participant or depreciate in value due to non-use, and THPP-NMD Participant (excluding those with unique circumstances) shall be able to withdraw cash from the debit card. The THPP-NMD Participant shall be afforded the opportunity to confirm the amount on the card prior to signing the allowance receipt.

- 8.5.8.4 CONTRACTOR shall provide and issue a minimum monthly monetary allowance in the amount of \$598.00 \$554.00 (for remote and single site models) or \$476.00 \$441.00 (host family model) to each THPP-NMD Participant for (1) food, (2) laundry/dry-cleaning, (3) toiletries, (4) clothing, (5) cleaning supplies, (6) transportation, (7) recreation, (8) savings and (9) miscellaneous items. CONTRACTOR has the discretion to round-up, but may not round-down the allowance amount.

- 8.5.8.5 CONTRACTOR, as a life-skills training, may increase the minimum allowance amount provided to THPP-NMD Participant to include enough funds to pay rent to the CONTRACTOR. However, the rent may not exceed the amount of the additional allowance provided to the THPP-NMD Participant. This option is available to THPP-NMD Participants who are not co-leasing the unit with CONTRACTOR.

- 8.5.8.6 CONTRACTOR shall prorate the monthly monetary allowances for THPP-NMD 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 THPP-NMD Participant was served is the numerator and the number of days in the month is the denominator.
- 8.5.8.7 Each THPP-NMD 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 THPP-NMD Participant, such as recording dates of entry and exit.
- 8.5.8.8 CONTRACTOR shall not require THPP-NMD Participant to use his/her allowance to purchase or pay for items that CONTRACTOR is responsible to provide.
- 8.5.9 THPP-NMD Participant Savings Held by Contractor
 - 8.5.9.1 CONTRACTOR shall automatically retain \$75 dollars per month from the Participant's allowance, and save the funds in an interest bearing savings account.
 - 8.5.9.2 Unless there are extenuating circumstances, these funds will only be available upon THPP-NMD Participant's exit from THPP-NMD.
 - 8.5.9.3 CONTRACTOR shall record the savings amount on the Monthly Savings Ledger (Exhibit A-14)
 - 8.5.9.4 If THPP-NMD Participant decides to save money (in addition to the \$75) from his/her allowance (or another source excluding infant supplement), CONTRACTOR may save funds (and record all non-allowance deposits as "personal savings" on Savings Ledger) in an agency account where interest accrues monthly. However, CONTRACTOR shall encourage THPP-NMD Participant to save additional money in his/her personal savings account.
 - 8.5.9.5 CONTRACTOR must provide a Monthly Savings Ledger (Exhibit A-14) for each THPP-NMD Participant to CPM, THPP-NMD Participant and CSW/DPO by the last day of each ~~the~~ following month.
 - 8.5.9.6 If CONTRACTOR's program offers savings in addition to what the THPP-NMD Participant decides to save from his/her

allowance, these funds may be included on the Savings Ledger with a deposit/withdrawal notation of “agency savings.”

- 8.5.9.7 Upon exiting the program, the CONTRACTOR shall provide to the THPP-NMD Participant all money retained on his/her behalf, including all actual interest earned, and provide an ending statement which details all interest earned.

8.5.9.7.1 CONTRACTOR shall make every effort to provide the THPP-NMD Participant all of his/her “personal” savings upon exit. If this is not possible, CONTRACTOR shall provide all “personal savings” and at least 25 percent of remaining savings within three (3) business days of THPP-NMD Participant’s exit, and the remaining amount (minus any approved deductions) as soon as possible, and no more than 24 seven business days thereafter. If the agency has another housing program into which the Participant is moving, the THPP-NMD account should be closed prior to the transfer.

8.5.10 THPP-NMD Participant Monthly Budget

- 8.5.10.1 CONTRACTOR shall work with THPP-NMD Participant to develop and revise, as needed, a monthly budget that will help THPP-NMD Participant determine how much of his/her allowance, including savings, to allocate for each category as indicated on Exhibit A-15 (attach monthly budget to allowance receipt).
- 8.5.10.2 CONTRACTOR shall review and discuss this budget and the importance of saving money with THPP-NMD Participant at minimum once a month.

8.5.11 Participant Infant/Child Supplement Funds and Savings

Parenting THPP-NMD Participants, regardless of the age and dependency status of their child(ren), may be eligible for an early and monthly infant/child supplement payment (for each child).

8.5.11.1 Early Infant Supplement (EIS)

Pregnant THPP-NMD Participants in the 7th, 8th and 9th month of pregnancy, may receive \$415 each month to purchase items or services to help prepare for the birth of the baby. For example, diapers, formula, clothing, etc. EIS funds may also be used for birth preparation, parenting classes and maternity clothes.

8.5.11.1.1 EIS funds are issued directly to the THPP-NMD Participant; however, in the event the funds are issued to CONTRACTOR, agency shall provide all EIS funds to THPP-NMD, and may not require THPP-NMD to purchase furniture, equipment, supplies or linens that CONTRACTOR is responsible for providing (See Exhibit A-9).

8.5.11.2 Infant/Child Supplement Funds

8.5.11.2.1 CONTRACTOR shall inform THPP-NMD Participant of his/her right to retain 100 percent of the infant supplement, and advise him/her of the option to allow the CONTRACTOR to retain a “mutually agreed upon” portion (not to exceed 25 percent of the infant/child supplement payment received for each child) to cover allowable expenses related to his/her placement with CONTRACTOR.

8.5.11.2.2 CONTRACTOR, on a case by case basis, may request an exception to the 25 percent by submitting a request, inclusive of supporting documentation, to CPM for review.

8.5.11.2.3 Each month, the CONTRACTOR shall provide the THPP-NMD Participant with the infant/child supplement payment received for each child or the less any mutually agreed amount from the previous subsection, to help pay for basic needs, such as formula, food, medicine, clothing, and diapers, etc.

8.5.11.2.3.1 CONTRACTOR shall discuss this option with THPP-NMD Participant and CSW/DPO and thoroughly explain what additional services the THPP-NMD Participant can expect to receive as a result of their mutual agreement.

8.5.11.2.3.2 CONTRACTOR may not use Infant Supplement funds to supplant private agency dollars allocated to rent single or one-bedroom units for parenting THPP-NMD Participants, as the monthly THPP-NMD payment rate includes rent and other necessities for parenting THPP-NMD Participants.

8.5.11.2.3.3 CONTRACTOR may request to use Infant Supplement funds to pay for the rental of larger units to accommodate parenting THPP-NMD Participants with multiple children.

8.5.11.2.3.4 CONTRACTOR shall follow procedures in Exhibits A-5 & A-6 for co-leasing or unit-sharing NMDs.

8.5.11.2.4 CONTRACTOR, THPP-NMD Participant and CSW/DPO shall sign the Infant/Child Supplement Mutual Agreement Form (Exhibit A-16) indicating the mutually agreed upon additional services and retained percentage amount. Exhibit A-16 shall be effective for one year and must be renewed yearly or sooner if there is a change in agency staffing or THPP-NMD Participant parenting needs or status.

8.5.11.2.4.1 CONTRACTOR shall provide initial and renewed Infant/Child Supplement Mutual Agreement Forms along with list of additional services to THPP-NMD Participant, CSW/DPO and CPM.

8.5.11.3 Infant/Child Supplement Savings

8.5.11.3.1 CONTRACTOR shall document all savings from the infant/child supplement on the Infant/Child Supplement Savings Ledger (Exhibit A-16a) each month, and provide a copy to THPP-NMD Participant, CSW/DPO and CPM by the last day of ~~the following~~ each month.

8.5.11.3.2 THPP-NMD Participant may access his/her Infant/Child Supplement Savings at his/her discretion.

8.5.11.3.3 Infant/Child Supplement Savings shall accrue interest

8.5.11.3.4 CONTRACTOR shall make every effort to provide 100 percent of Infant/Child Supplement Savings to THPP-NMD Participant at exit, and no later than three ~~(3)~~ business days of his/her exit.

8.5.12 Fines

Fines are either refundable, and returned to the Participant upon exiting THPP-NMD; or non-refundable, and paid to CONTRACTOR from

Participant's personal funds, excluding money received from allowance or mandatory savings. Payment of non-refundable fines must be agreed to by the Participant and approved by CPM. In accordance with Federal guidelines, AFDC-FC funds may not be used to pay for fines. All monies provided as allowance and mandatory savings are generated from AFDC-FC funds.

8.5.12.1 All fines must be recorded on the Monthly Fines Log (Exhibit A-12) and shall be cumulative until all fines are paid.

8.5.12.1.1 Fines, both refundable and non-refundable, are limited to telephone costs above the basic telephone service costs, excessive internet and utility costs, missed life skills meetings, and destruction of property in the THPP-NMD Unit.

~~8.5.12.1.2 A large bill shall be deducted from the THPP-NMD allowance gradually and not all at once.~~

8.5.12.2 The Monthly Fines Log shall include a description of each finable offense, the amount of each fine and if the fine is refundable or non-refundable, the date of the offense, and the date, payment source, and amount of fine(s) collected.

8.5.12.3 CONTRACTOR shall submit the Monthly Fines Log to CPM whenever the THPP-NMD Participant has an unpaid balance. In instances where the fine balance is ongoing, the log should be cumulative and reflect payments and additional fines, as applicable. This log is due by the last day of each month.

8.5.12.4 Upon final payment of outstanding fines, CONTRACTOR shall submit the Monthly Fines Log indicating a zero balance to THPP-NMD Participant, CSW/DPO and CPM.

8.5.12.5 CONTRACTOR may charge the Participant up to \$200 per month for refundable or non-refundable fines.

8.5.12.5.1 Refundable: CONTRACTOR may fine Participant \$25 for each 60 minute missed life skills training.

8.5.12.5.1.1 CONTRACTOR shall confer with and provide written notification of impending fines to any Participant, and the respective CSW, who consistently misses life skills training prior to fining the Participant.

8.5.12.5.2 Non-refundable: CONTRACTOR may fine Participant actual amount for Participant's willful and intentional destruction/damage to property, misuse of communication services, and/or failure to conserve energy after receiving training and written notification from the CONTRACTOR.

8.5.12.5.2.1 Non-refundable fines cannot be paid from the Participant's allowance or mandatory savings.

8.5.12.5.2.2 CONTRACTOR must have a discussion with the Participant and provide written notification to the Participant and CSW/DPO, including documentation of the baseline amounts for utilities and consequences of exceeding the baseline amounts, prior to fining the Participant.

8.5.12.5.2.3 CONTRACTOR may only fine Participants who have received life skills training on the importance of life skills meetings, energy conservation, and budgeting for telephone, internet and utility services at least two months prior to his/her incurring fines as specified in Subsection 8.5.12.1.1.

8.5.13 Recreation

8.5.13.1 CONTRACTOR shall allow THPP-NMD Participant to select and participate in activities of his or her choosing.

8.5.13.2 CONTRACTOR shall notify THPP-NMD Participant of any recreational activities arranged by its agency.

8.5.14 Housing

8.5.14.1 CONTRACTOR shall work diligently with THPP-NMD Participant and CSW/DPO and ensure that THPP-NMD Participants secure affordable housing (college housing, his/her own apartment, transition in place, or SILP) prior to exiting the THPP-NMD.

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

8.5.14.3 CONTRACTOR shall provide the opportunity for THPP-NMD Participants to transition in place and remain in their current units (or adjacent units) upon completion of THPP-NMD.

~~8.5.15 CONTRACTOR'S staff shall be prohibited from engaging in any form of sexual conduct or dating relationship with THPP-NMD Participants.~~

~~8.5.15.1 CONTRACTOR shall discuss with THPP-NMD staff, interns, and volunteers the CONTRACTOR's dating policy about dating THPP-NMD Participants.~~

8.5.16 Dating

8.5.16.1 CONTRACTOR'S staff shall be prohibited from engaging in any form of sexual conduct or dating relationship with THPP-NMD Participants.

8.5.16.1.1 CONTRACTOR shall discuss with THPP-NMD staff, interns, and volunteers the CONTRACTOR's dating policy about dating THPP-NMD Participants.

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

8.5.17 Pregnancy and Parenting

8.5.17.1 CONTRACTOR shall not terminate THPP-NMD Participants based solely based on being pregnant and/or parenting.

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

8.5.17.3 CONTRACTOR shall make all reasonable efforts to retain pregnant and/or parenting Participants in the THPP-NMD, including allowing them to remain in their current unit or relocating them to a multi-bedroom unit.

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

8.5.17.5 THPP-NMD Participants have the right to make their own decisions regarding family planning and child rearing options.

- 8.5.17.6 CONTRACTOR shall not impose personal opinions, values, or biases regarding family planning and child rearing options upon THPP-NMD Participants.
- 8.5.17.7 CONTRACTOR may use DCFS' Procedural Guide 0600-507.10, *Foster Youth Reproductive Health and Pregnancy* (Exhibit A-37) and *Casey Pregnant and Parenting Assessments* (Exhibit A-38) as guides when working with expectant and/or parenting THPP-NMD Participants.
- 8.5.17.8 CONTRACTOR shall ensure that the THPP-NMD Participant parent provides care and supervision for the child(ren).
- 8.5.17.8.1 CONTRACTOR shall assist the THPP-NMD Participant with obtaining basic needs for his/her child(ren), if the infant supplement is insufficient.
- 8.5.17.9 CONTRACTOR shall provide parenting training to all THPP-NMD Participants who are parents.
- 8.5.17.10 CONTRACTOR shall provide and install all safety items to childproof the units for all custodial parenting THPP-NMD Participants.
- 8.5.17.11 CONTRACTOR shall encourage, support and allow the non-custodial parent to visit (as appropriate) with his/her child(ren) in his/her THPP-NMD Unit without an adult being present (as appropriate) if doing so does not violate court visitation orders.
- 8.5.17.11.1 CONTRACTOR shall provide and install all safety items to childproof the units for all non-custodial parents who have visitation rights of whom the CONTRACTOR has been informed in writing by the COUNTY.
- 8.5.17.12 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 THPP-NMD Participant and/or THPP-NMD Participant's child(ren) is disabled.
- 8.5.17.13 CONTRACTOR shall provide a new, safe and sturdy bassinet, crib, or toddler bed for the THPP-NMD Participant's child(ren).
- 8.5.17.13.1 Crib mattresses shall be new, clean, comfortable, and fit properly in the crib.

8.5.17.13.2 Tiered or stacked cribs and daybeds are not permitted.

8.5.17.13.3 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.

8.5.17.13.4 Non-custodial parents shall be responsible for providing the bassinet, crib, or bed if overnight visits are requested.

8.6 THPP-NMD Participant Required Training

8.6.1 CONTRACTOR shall provide to THPP-NMD Participant life skills training throughout the term of placement in the areas described below. The trainings shall be interactive, modern and geared towards each THPP-NMD Participant's skill set, experience, learning style and interest. Training subjects shall be developed with levels (i.e. beginning, intermediate, advanced, etc.), and designed to meet the general and specific needs of transition aged-youth. Training sessions shall be offered in a group setting at least monthly and as often as possible.

8.6.2 CONTRACTOR shall offer its life skills training sessions at times that are convenient to at least 51 percent of the THPP-NMD Participants placed in its program, and at locations where the THPP-NMD Participant can get to and from it in one **(4)** hour or less round-trip, via public transportation. Ideally, the CONTRACTOR shall offer them in the morning, afternoon, evening, and on weekends, at least three **(3)** times per week. **(see Section 4.6 regarding possible exceptions.)**

8.6.3 CONTRACTOR shall maintain legible case notes that contain information about trainings provided to the THPP-NMD Participant, dates of trainings, training subjects and THPP-NMD Participant's progress in subject area.

8.6.4 CONTRACTOR shall develop a training designed to provide THPP-NMD Participant with "hands-on" experience in managing checking/savings accounts, budgeting time and money, and how to make timely payments of financial obligations.

8.6.4.1 CONTRACTOR shall provide Training Curriculum to CPM for review no later than 30 business days after contract execution.

8.6.4.2 CONTRACTOR shall provide each THPP-NMD Participant a copy of the monthly utility bills associated with his/her Unit, and use the copies as a training tool to enhance the THPP-NMD 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.

~~8.6.4.2.1 Under no circumstances are THPP-NMD Participants expected to pay for utilities, except for costs above the established baseline amounts as indicated in Subsection 8.5.12.~~

8.6.4.2.2 In Single Site models and/or models where there is only one utility meter, CONTRACTOR may use the combined bill or other bills as part of this training.

8.6.4.3 CONTRACTOR shall provide and encourage THPP-NMD Participant to attend 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. Contractor shall provide these sessions during a convenient time and location, which does not conflict with THPP-NMD Participant participating in other activities, such as employment, education, or job skill training.

8.6.4.3.1 THPP-NMD Participant's may make-up missed life skills the following month. CONTRACTOR shall clearly document this in THPP-NMD Participant's TPRF.

8.6.4.4 All aspects of any one subject need not be covered in a single training.

8.6.4.4.1 As THPP-NMD Participant demonstrates proficiency in life skills, and in consultation with THPP-NMD Participant and CSW/DPO, CONTRACTOR may reduce, the minimum minutes of training to no less than 120 minutes a month. The discussion with the THPP-NMD Participant and CSW/DPO must be documented in case file.

8.6.4.4.1.1 CONTRACTOR shall provide specific examples and documentation of THPP-NMD Participant's proficiency to CSW/DPO and CPM to support request. Additionally, all reports should clearly demonstrate THPP-NMD Participant's advanced progress in THPP-NMD program.

8.6.4.4.1.2 CONTRACTOR may reduce the THPP-NMD Participant's allowance up to \$25

per each life skills session missed during the month. All monies deducted are refundable and must be added to the THPP-NMD Participant's agency savings account.

- 8.6.4.5 All training shall be discussed in the applicable Progress Report (Exhibit A-20); and provided to THPP-NMD Participant, CPM and CSW/DPO by the last day of the following month.
- 8.6.5 Training sessions shall be rotated so that all subjects are covered in any 12-month period.
 - 8.6.5.1 Training curricula/lesson plans must be in writing, must be standardized for all THPP-NMD Participants, and must be available for audit and inspection by the COUNTY upon request.
 - 8.6.5.2 The training shall be developed in collaboration with the THPP-NMD Participant and may be provided in individual or group settings.
 - 8.6.5.3 The training conducted may be verbal and shall be conducted by 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.
 - 8.6.5.4 Life skills training does not fulfill the requirement for CONTRACTOR's Social Worker (case manager) to meet with Participant in person at least 60 minutes per month to provide case management services to Participant. (see Section 4.6 regarding possible exceptions.)
- 8.6.6 CONTRACTOR shall provide each THPP-NMD Participant written instructions/information for each training session, which shall also include "hands-on", practical training (i.e. opening a bank account), as appropriate.
- 8.6.7 CONTRACTOR shall offer additional monthly training/support for THPP-NMD Participants that are deficient in any areas identified by the CSW/DPO, CPM and/or THPP-NMD Participant.
- 8.6.8 Additional training shall be focused on the THPP-NMD Participant's identified areas of need. Documentation on the training received shall be filed in the TPRF.

8.6.9 CONTRACTOR shall discuss the advantages and disadvantages of various storage methods and work with THPP-NMD Participant to determine his/her preferred method of receiving and storing written training materials and information.

8.6.9.1 CONTRACTOR shall offer the option of a 5-inch, 3-ring binder with tab dividers to categorize written training instructions/information, and provide binder to each THPP-NMD Participant who requests one.

8.6.10 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 TPRF.

8.6.10.1 CONTRACTOR shall indicate the format for each training session (individual, group, in-person, virtual instruction, self-administered instruction, etc.).

8.6.11 CONTRACTOR has the discretion to include additional training topics as the training descriptions herein are not exhaustive.

8.6.12 Money Management/Financial Literacy Skills Training

8.6.12.1 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) pay-day loans, (7) income taxes, including information on the Earned Income Tax Credit (EITC); (8) financing items, loans and computing interest; (9) educational/vocational loans and grants; (10) life/health insurance and retirement funds and information about purchasing U.S. savings bonds; (11) property rental; (12) purchasing property; and (13) purchasing an automobile.

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

8.6.13 THPP-NMD Participant Banking

8.6.13.1 CONTRACTOR shall include the nature and types of financial institutions, including banks, credit unions, online accounts, check cashing businesses, and discuss services, fees and the pros and cons of each institution.

8.6.13.2 CONTRACTOR shall cover checking and savings accounts, and assist the THPP-NMD Participant in establishing and managing a savings account(s) at a FDIC-insured institution of the THPP-NMD Participant's choice. If a THPP-NMD Participant requests it, CONTRACTOR shall also assist the THPP-NMD Participant in establishing a checking account at a FDIC-insured institution of the THPP-NMD Participant's choice.

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

8.6.13.3.1 CONTRACTOR shall encourage THPP-NMD Participant to save at least thirty percent ~~(30%)~~ of his/her income in this account.

8.6.14 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 personal hygiene.

8.6.15 Nutrition and Food Management, Storage, and Preparation

8.6.15.1 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.

8.6.15.2 If at any time a THPP-NMD Participant and/or his/her child(ren) requires a special diet, the CONTRACTOR shall assist THPP-NMD Participant by providing (or linking to) a training on preparing meals that meet the THPP-NMD Participant's or children's special dietary needs.

8.6.16 Unit Upkeep and Maintenance

8.6.16.1 Training shall include information as well as "hands-on" experience on how to properly maintain the THPP-NMD 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. Training shall also include information about the

differences between daily upkeep cleaning and periodic deep cleaning.

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

8.6.17 Emergency Preparedness

- 8.6.17.1 CONTRACTOR shall provide emergency preparedness training at least twice per year to prepare THPP-NMD Participant for natural disasters, local emergencies, protests, and mass shootings, terrorist's attacks, etc.

8.6.17.1.1 CONTRACTOR's training shall cover how to respond to situations that occur in or around the Unit, and in public spaces.

8.6.17.1.2 CONTRACTOR shall also provide this training within 10 business days of THPP-NMD Participant's placement in its THPP-NMD.

8.6.18 Legal Rights and Community Resources

THPP-NMD 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.

8.6.19 Education and Career Development

Contractor shall ensure that THPP-NMD Participants who qualify as NMD due to an education participation condition are provided necessary services, including information about scholarship opportunities that will facilitate enrollment in school full-time, as defined by the educational institution (HSD/GED), or at least half-time (postsecondary).

- 8.6.19.1 CONTRACTOR shall allow the THPP-NMD 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 THPP-NMD Participants;
- 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.

8.6.19.2 Upon request of the THPP-NMD Participant, CONTRACTOR shall assist the THPP-NMD Participant 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

8.6.19.3 Upon request of the THPP-NMD Participant, CONTRACTOR shall assist the THPP-NMD Participant with the following steps to attending college:

- a) Application for admission
- b) Contact with Foster Youth Success Initiative (FYSI) Liaison
- c) Financial Aid
- d) THPP-NMD 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

8.6.19.4 CONTRACTOR shall review Title 22, Division 6, Chapter 7, Section 86179 for educational website links.

8.6.20 Employment

8.6.20.1 CONTRACTOR shall ensure that THPP-NMD Participants who qualify as NMD due to an employment participation condition have access to the necessary services that will facilitate the THPP-NMD Participant's employment at least 80 hours per month.

8.6.20.2 Contractor shall assist all THPP-NMD Participants who are unemployed or underemployed within seven (7) business days of entry into the Program, or within seven (7) business days of unemployment to register with CalJobs.gov and maintain documentation in the case file.

8.6.20.3 CONTRACTOR shall offer, including providing linkages, THPP-NMD Participant opportunities to develop the skills and experiences to enable him/her to obtain and maintain employment. CONTRACTOR shall encourage THPP-NMD Participant to obtain part-time employment.

8.6.20.4 CONTRACTOR shall provide training, information and experiences related to all aspects of employment and assist each THPP-NMD Participant to register at the Workforce Investment Act Centers, One Stop Centers their local America's Job Center of California (AJCC) office - website: <https://www.careeronestop.org/LocalHelp/AmericanJobCenters/find-american-job-centers.aspx> or CalJobs.gov or any department sponsored employment initiatives or programs.

8.6.20.5 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) AJCC office and CalJobs.gov.

8.6.20.6 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 THPP-NMD the Participant, and visiting the local One-Stop or Work Source Center AJCC office.

8.6.20.7 CONTRACTOR shall assist THPP-NMD Participant in finding part-time employment, volunteer opportunities, internships, or apprentice programs.

8.6.20.8 CONTRACTOR shall clearly document in TPRF all activities, programs and services sought, received and completed by THPP-NMD Participants who qualify as NMD due to participating in a program or activity designed to promote, or remove barriers to employment participation criteria.

8.6.21 Transportation, Vehicle Maintenance and Travel

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 vehicles; (4) obtaining vehicle registration/tags and licenses; (5) purchasing vehicle insurance; (6) selling a car; (7) using light rail, subway, and bus systems throughout Los Angeles County, and (8) how to travel domestically and internationally.

8.6.22 Medical and Dental Care Training

Training shall include how to receive adequate medical care, including understanding the difference between a routine, urgent, or emergency health condition, while participating in the THPP-NMD program and after transition. The training shall include, but not be limited to, the following topics:

8.6.22.1 Health Insurance

How to obtain, use and reactivate Medi-Cal, select health insurance plans offered through employment or public assistance, and obtain affordable health insurance after transition from care, including information about extended Medi-Cal benefits up to age 26.

8.6.22.2 Routine Medical Care

How to access medical care to meet THPP-NMD 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. If the Participant has an assigned doctor/dentist, reinforcing maintaining these relationships after transition out of care should be a focus of the training.

8.6.22.3 Emergency Medical Care

Emergency medical treatment instructions are to be provided to each THPP-NMD Participant.

8.6.22.3.1 Additionally, THPP-NMD 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.

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

8.6.22.3.3 If the emergency situation is non-emergent and not life-threatening and occurs before or after regular business hours, DCFS-placed foster THPP-NMD Participant shall be informed to call the Child Protection Hotline (1-800-540-4000). Probation-placed THPP-NMD Participant shall be informed to call his/her Probation case manager during business hours.

8.6.22.4 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.

8.6.22.5 Vision

Training shall include proper eye care, including when to contact an optometrist for routine or emergency care, and, helping the THPP-NMD Participant understand the difference between an optician, optometrist and ophthalmologist.

8.6.22.6 Mental Health

Training shall include understanding mental health concerns and symptoms of trauma, 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. Also, understanding the role of psychotropic medications, including how to advocate for, reduce or change a prescription, the importance of taking them as prescribed and the proper way to stop taking them.

8.6.22.7 Drug and Alcohol Abuse Misuse Awareness and Prevention

Training shall include understanding and recognizing the signs of drug (i.e. illicit, prescription, sniffing, etc.) and alcohol abuse

misuse, how to prevent drug and alcohol abuse misuse and how to seek treatment. Training shall also cover available treatment modalities, current drug trends and medical marijuana.

8.6.22.8 Safe Sex and Reproductive Health

Training shall cover abstinence, celibacy, information about prevention and treatment of sexually transmitted infections (including current trends and outbreaks), conventional methods of protection during sexual intercourse, family planning, available resources and how to access services. CONTRACTOR may use DCFS' Procedural Guide 0600-507.10, *Foster Youth Reproductive Health and Pregnancy* and *Casey Pregnant and Parenting* assessments as guides.

8.6.22.9 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 THPP-NMD Participant shall be instructed to seek medical care when in doubt as to the health problem or illness.

8.6.23 Socialization Skills, Interpersonal Relationships and Self-Esteem

Training shall include, but not be limited to, socially acceptable behavior and strategies; social etiquette for interfacing with the landlord, school counselors, teachers, retailers, and the general public; conflict resolution, intimate partner violence (IPV), social issues, cultural awareness, issues of race and class race and gender issues.

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

8.6.24 Permanent Adult Connection

CONTRACTOR shall assist THPP-NMD Participants in identifying permanent adult connections (PAC) and encourage ongoing contact between THPP-NMD Participant and his/her PAC. If the THPP-NMD Participant cannot identify a PAC, CONTRACTOR shall provide THPP-NMD Participant referrals to a mentoring program.

8.6.25 Goal Setting Training

CONTRACTOR shall introduce THPP-NMD Participant to the S.M.A.R.T. (Specific, Measurable, Achievable, Realistic and Time-based), or a similar

goal setting method. Training shall focus goal setting and developing objectives to achieve goals that are appropriate to the developmental level of the THPP-NMD Participant. The THPP-NMD Participant shall be encouraged to set educational, employment/career, health, housing, saving, personal, social, etc. goals.

8.6.26 Time Management

Training shall include providing concrete examples and teaching THPP-NMD Participant how to become more productive by managing and prioritizing tasks, so that he/she is using his/her time effectively and efficiently.

8.6.27 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) tenant rights; (8) local and Federal programs and subsidies to purchase housing; (9) homeless assistance and programs; (10) transitional housing; (11) SILP; and (12) selecting roommates.

8.6.28 Therapeutic or Emotional Support Pets and Service Animals

Training shall include the types of pets or animals that are commonly used for support or service, and how to properly care for them. CONTRACTOR shall allow THPP-NMD Participant to have therapeutic or emotional support pets (TESP) and service animals (SA) in accordance with Americans with Disabilities (ADA) guidelines (Exhibit A-7).

8.6.28.1 CONTRACTOR shall develop guidelines that clearly explain its expectations regarding the treatment and caring for TESP or SA and the consequences for not properly caring for the TESP or SA.

9.0 **REPORTING REQUIREMENTS**

9.1 COUNTY reserves the right to change, modify, alter, revise, eliminate 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, eliminate and/or create new submission guidelines and due date conditions at any time during the contract.

9.2 CONTRACTOR may submit its internal documents to CPM for approval to use, if all the elements in the COUNTY reports and documents are included, and the page orientation (portrait or landscape), formatting and sequencing is similar to

the COUNTY templates. However, CONTRACTORS must use Exhibits A-14, **A-16a**, A-26, A-27, A-32, **A-34** & A-35.

- 9.3 CONTRACTOR shall collate **and fasten** THPP-NMD Participant reports by THPP-NMD Participant and by County department. All reports and documents, except those pertaining to entry and exit, are due by the last day of the following month, *unless otherwise noted*.
- 9.4 CONTRACTOR shall plan accordingly to ensure that CPM receives reports and documents by their designated due date. The reports shall be mailed or delivered to the CPM, or may be submitted at the THPP-NMD Providers meeting, if there is a meeting during the same month the reports are due.
- 9.5 Periodically, CPM or designee may request a document via email or fax, and CONTRACTOR shall comply accordingly.
- 9.6 All submitted documents must have the appropriate signatures (i.e. THPP-NMD Participant, agency staff, etc.) and incomplete documents (e.g. missing pages, signatures and/or information) will not be accepted. Additionally, all reports and documents completed by agency staff shall be typed **(exception stated in Section 4.6)**.
- 9.7 Each THPP-NMD Participant must have individual reports, including monthly allowance receipts, **budgets**, fines 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.
 - 9.7.1 CONTRACTOR's assigned Social Worker (case manager) shall prepare and sign all THPP-NMD Participant documents and reports.
 - 9.7.2 The Social Work Supervisor or Program Administrator **and** the THPP-NMD Participant shall sign all reports. The signatures shall be deemed certification that all information and description of services provided is true, accurate, and complete for the individual THPP-NMD Participant.
- 9.8 CONTRACTOR shall provide a copy of each THPP-NMD Participant report, and other documents to THPP-NMD Participant, and his/her CSW/DPO, by the last day of the following month, **unless otherwise stated herein**.
- 9.9 CONTRACTOR shall maintain documentation in each TPRF or agency files to confirm that reports/documents have been submitted to CPM, THPP-NMD Participant and CSW/DPO as required.
- 9.10 Progress Reports for THPP-NMD Participants
 - 9.10.1 Initial Report

CONTRACTOR shall complete an Initial Report (Exhibit A-20) for each THPP-NMD Participant in its care. The report shall cover THPP-NMD Participant's first full month in THPP-NMD, and must be submitted to the CPM, THPP-NMD Participant and CSW/DPO no later than 45 business days from initial placement.

9.10.2 Updated Report

~~CONTRACTOR shall complete an Updated Report (Exhibit A-20) for each THPP-NMD 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, THPP-NMD Participant and CSW/DPO within five (5) business days of the request.~~

9.10.3 Quarterly Report

CONTRACTOR shall complete a Quarterly Report (Exhibit A-20) during each reporting month (January, April, July and October) on each THPP-NMD Participant whose been in its care at least 45 business days or more (excluding NMDs who are exiting from the program), and submit it to CPM, THPP-NMD Participant and his/her CSW/DPO by the last day of the following month.

The January report shall cover THPP-NMD Participant's progress from October 1 through December 31; the April report shall cover THPP-NMD Participant's progress from January 1 through March 31; the July report shall cover THPP-NMD Participant's progress from April 1 through June 30; and the October report shall cover THPP-NMD Participant's progress from July 1 through September 30.

9.10.3.1 In the instances where the THPP-NMD Participant's court date falls 30 business days or less prior to the due date of the Quarterly Report, the CONTRACTOR will prepare and submit the Updated Report to the CPM and CSW/DPO. The Updated Report must be submitted to the CPM and CSW/DPO no less than 45 business days before the court date to allow time for the CSW/DPO to incorporate the information into the THPP-NMD Participant's Court Report.

9.10.3.2 CONTRACTOR is only required to submit THPP-NMD Participant's initial Quarterly Report to CPM.

9.10.3.3 CONTRACTOR is not required to complete Quarterly Reports for THPP-NMD Participants 20.5 or older.

9.10.4 Transition Report

9.10.4.1 For THPP-NMD Participant's 20.5 and older, the CONTRACTOR shall complete and submit to CSW/DPO, THPP-NMD Participant, and CPM a Transition Report (Exhibit A-20) that describes the THPP-NMD Participant's progress towards transitioning, and efforts made by CONTRACTOR each month to assist the THPP-NMD Participant with transitioning from the THPP-NMD.

9.10.4.1.1 CONTRACTOR shall also convene a transition meeting with THPP-NMD Participant, CSW/DPO, CPM and other relevant parties when THPP-NMD Participant is between 20 and 20.4 years old.

9.10.4.1.2 CONTRACTOR is not required to complete a Transition Report on THPP-NMD Participants who are exiting the program during the same month.

9.10.4.1.3 CONTRACTOR shall submit the Transition Report by the 15th of the following month.

9.10.4.1.4 CONTRACTOR may incorporate into their plan and meeting schedule County-required plans or meetings for youth 20 years and older who are transitioning out of care.

9.10.5 Termination Report

CONTRACTOR shall notify CPM (by telephone or email) within 24 business hours of a THPP-NMD Participant's discharge from its THPP-NMD.

9.10.5.1 Upon a THPP-NMD Participant's replacement, termination, or transition from its THPP-NMD, CONTRACTOR shall prepare and submit, to CPM and CSW/DPO, a Termination Report (Exhibit A-20).

9.10.5.2 The termination report shall be strength-based, accurately reflecting THPP-NMD Participant's successful and challenging progress.

9.10.5.3 The report shall include, but not be limited to, a succinct and comprehensive summary of the THPP-NMD Participant's progress in the THPP-NMD program, the reason for the THPP-NMD Participant's termination, services provided by CONTRACTOR, trainings received, status of achieving initial and final AB 12 (SOC 161) and TILP goals, other accomplishments, and any other information required by COUNTY.

- 9.10.5.4 The termination report shall also include the length of time the THPP-NMD Participant was in the program, name and relationship of Permanent Adult Connection, final savings amount, copies of any certificates or diplomas earned by Participant and his/her exit destination.
- 9.10.5.5 CONTRACTOR shall attach copies of the THPP-NMD Participant's final Savings Ledger, Fines Log, all savings disbursement check(s) with THPP-NMD Participant's signature, and Exit Assessment to the Termination Report.
- 9.10.5.6 CONTRACTOR shall submit Termination Report and all accompanying documents within 21 business days of Participant's exit from program.

9.10.6 Needs and Services Plan

- 9.10.6.1 Program Administrator or social work personnel shall complete a Needs and Services Plan (NSP, Exhibit A-20), for a THPP-NMD Participant that is consistent with the TILP of the THPP-NMD Participant. The THPP-NMD Participant shall participate in the development of the NSP. The NSP shall contain the planned length of placement, including the discharge plan, current service needs, plans for providing services to meet the identified service needs and any other relevant information.
- 9.10.6.2 The initial NSP shall be completed within 30 business days of placement. The NSP shall be reviewed (with THPP-NMD Participant and CSW/DPO) at least every six months to determine the THPP-NMD Participant's need for continuing services and the need for modification of services. If it is determined that the TILP, and hence the NSP, requires modification, CONTRACTOR shall contact the CSW/DPO to request a new TILP. CONTRACTOR shall obtain written approval from the CSW/DPO before implementing any modifications to the NSP.
- 9.10.6.3 The initial and modified NSPs shall be signed by the CONTRACTOR, THPP-NMD Participant and CSW/DPO. CONTRACTOR shall provide a signed copy of all initial and modified NSP's to CPM, THPP-NMD Participant and CSW/DPO.

9.10.7 Special Incident Reports

- 9.10.7.1 CONTRACTOR shall submit a Special Incident Report (SIR) (via iTrack) to the CPM, CSW/DPO, CCL, and law enforcement on an as-needed basis.
- 9.10.7.2 CONTRACTOR shall e-mail an alert on the same day an incident occurs, and submit the SIR no more than 24 business hours thereafter.
- 9.10.7.3 CONTRACTOR shall submit an addendum to SIR updating status of the non-minor dependent and agency's plan to assist the non-minor dependent with reported incidents. This addendum shall be completed as soon as possible and within seven (7) business days of the initial SIR.
- 9.10.7.4 The SIR should be succinct, objective and factual. SIRs are not case or therapy notes and should focus on: what happened, who was involved, how are the involved parties doing and what action the CONTRACTOR took. Addendums should focus on providing updates on any pending actions reported on the SIR.
- 9.10.7.5 The reportable incidents shall include, but are not limited to, the following:
- a) Death of a THPP-NMD Participant.
 - b) Any suspected physical or emotional abuse of a THPP-NMD Participant.
 - c) Any injury to or illness of a THPP-NMD Participant that requires emergency medical treatment or hospitalization.
 - d) Any unusual incident that involves a THPP-NMD Participant and threatens the physical or emotional health or safety of the THPP-NMD Participant or anyone in the THPP-NMD Unit.
 - e) Any prolonged absence or failure to return to the THPP-NMD Unit lasting more than 72 hours that involves a THPP-NMD Participant and threatens the physical or emotional health or safety of the THPP-NMD Participant.
 - f) Poisonings, which shall also be reported immediately to the local fire authority. In areas not having organized fire services, a report shall be made to the State Fire Marshal within 24 hours after the event occurs.
 - g) Fires or explosions which occur in or on the premises.
 - h) Significant changes in facility status or organization, e.g., change in Board of Directors, deaths of CONTRACTOR personnel, legal actions against CONTRACTOR, etc., and
 - i) Significant incidents that involve the community near the THPP-NMD administrative, sub-administrative or residential units, and may have serious impact on the residents.
 - j) Violations of any licensing regulation by the service provider.

- k) Delinquent acts of violence/property damage by the Participant.
- l) Threats of physical violence by the THPP-NMD Participant or others.

9.11 Agency Reports

9.11.1 Weekly Occupancy Report

CONTRACTOR shall email its occupancy numbers to thpp@dcfs.lacounty.gov and Probab12@probation.lacounty.gov THPPNMD@probation.lacounty.gov, by close of business every Friday.

9.11.2 THPP-NMD Referral Log

CONTRACTOR shall complete and email a Referral Log (Exhibit A-35) indicating the number of referrals received and the status of said referrals.

9.11.2.1 The report shall be emailed in Excel to thpp@dcfs.lacounty.gov and probab12@probation.lacounty.gov THPPNMD@probation.lacounty.gov on the 2nd and last Monday of each month.

9.11.3 Agency Monthly Report

CONTRACTOR shall complete and email an Agency Monthly Report (Exhibit A-27 – see Exhibit A-28 for guidelines) for each month that there are Participants in its program.

The report shall be emailed in Excel to thpp@dcfs.lacounty.gov and THPPNMD@probation.lacounty.gov, by the 5th of each month or the next business day if the 5th falls on a holiday or weekend.

~~9.11.3.1 The report shall be emailed in Excel to thpp@dcfs.lacounty.gov and probab12@probation.lacounty.gov.~~

9.11.4 Monthly Census Report

CONTRACTOR shall maintain and provide a Monthly Census Report (Exhibit A-32) indicating occupancy, and all units in its inventory at the end of prior month.

The report shall be emailed in Excel to thpp@dcfs.lacounty.gov and probab12@probation.lacounty.gov THPPNMD@probation.lacounty.gov, by the 5th of each month or the next business day if the 5th falls on a holiday or weekend.

9.11.5 Annual Report

CONTRACTOR shall complete an Annual Report (Exhibit A-26) describing services provided to the THPP-NMD Participants in its care during the prior calendar year (see Exhibit A-25 for guidelines).

9.11.5.1 The report shall be emailed in Excel to thpp@dcfs.lacounty.gov and probab12@probation.lacounty.gov THPPNMD@probation.lacounty.gov by March 1st of each year.

10.0 THPP-NMD PARTICIPANT RECORD KEEPING AND MONITORING

10.1 CONTRACTOR shall monitor and document in TPRF Participant's progress while in THPP-NMD. Nothing in this SOW shall be construed to relieve the CONTRACTOR of maintaining supervision over each THPP-NMD 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:

10.2 Record Keeping

CONTRACTOR shall maintain legible verification of all efforts to obtain TILP and other documents from CSW/DPO and COUNTY supervisors and managers. In the event CSW/DPO is non-responsive, CONTRACTOR shall contact the supervisor of the CSW/DPO. If the supervisor is non-responsive, CONTRACTOR shall contact the supervisor's manager. CONTRACTOR may contact CPM for names and contact information of supervisors and managers, and for assistance, as necessary.

10.2.1 THPP-NMD Participant Record Folder (TPRF)

10.2.1.1 CONTRACTOR shall maintain an accurate, complete, and up-to-date TPRF on each THPP-NMD Participant as required by Title 22, [Division 6, Chapter 7](#), Section 86170, and COUNTY requirements as described herein. These records shall be available for review by the COUNTY at all times.

10.2.1.2 The TPRF shall include, but not be limited to, all documents and reports, pertaining to the THPP-NMD Participant and his/her child(ren).

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

10.2.1.4 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.

10.2.1.5 CONTRACTOR shall exercise discretion 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.

10.2.1.6 When a THPP-NMD Participant permanently leaves the THPP-NMD placement, CONTRACTOR shall give any original and photocopied records that belong to a THPP-NMD Participant to the THPP-NMD Participant or to the CSW/DPO.

10.3 Monitoring

10.3.1 Monitoring of Monthly Allowance

10.3.1.1 CONTRACTOR may require the THPP-NMD Participants to provide receipts for items purchased with their allowance, as a life skills training.

10.3.1.2 CONTRACTORS shall work with THPP-NMD Participant to develop a monthly budget and shall review and discuss this budget with Participant at least monthly.

10.3.2 Monitoring of Participant Clothing and Personal Items

CONTRACTOR shall assist Participant in safeguarding his/her personal items. In instances where Participant is AWOL, on vacation, or **is incarcerated and will likely exit the program**, CONTRACTOR is responsible for safeguarding his/her personal items for up to 14 business days, and working with the CSW/DPO to get the personal items to the appropriate staff.

10.3.2.1 CONTRACTOR shall encourage (provide Clothing Inventory Form and offer to assist) Participant to monitor personal items at least quarterly, using the Clothing Inventory form to ensure s/he has adequate and seasonally appropriate clothing. CONTRACTOR shall document its efforts in the TPRF.

10.3.2.2 CONTRACTOR shall coach and train each THPP-NMD Participant to have at least three outfits suitable for employment before transitioning from the THPP-NMD program. CONTRACTOR shall assist THPP-NMD Participant if necessary, in budgeting and purchasing the three required outfits using his/her THPP-NMD monthly clothing allowance.

10.3.2.3 When a THPP-NMD Participant has his/her child(ren) placed with him/her, CONTRACTOR shall assist THPP-NMD Participant in monitoring his/her child(ren)'s clothing.

- 10.3.2.4 CONTRACTOR shall encourage (provide THPP-NMD Participant Unit/Furniture form and offer to assist) THPP-NMD Participant to monitor personal items at least quarterly, using the THPP-NMD Participant Unit/Furniture form, and use 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.
- 10.3.2.5 When THPP-NMD Participant is placed with his/her child(ren), CONTRACTOR shall assist THPP-NMD Participant in monitoring personal care/hygiene and first aid items required for the care of the child.

10.3.3 Monitoring of THPP-NMD Participant's Food Management

- 10.3.3.1 CONTRACTOR shall provide a written plan to the CPM, within 30 business days of execution of this Contract, describing how the availability of food will be monitored for each THPP-NMD Participant, how each THPP-NMD Participant's (and child's, if applicable) dietary needs, including any special needs are met.
- 10.3.3.2 The CONTRACTOR's plan shall include remedies to supply food if the THPP-NMD Participant runs out of food during the month, the plan shall specify if CONTRACTOR will provide supplemental allowance and/or food and/or beverages to the THPP-NMD Participant and his/her child(ren).
- 10.3.3.2.1 COUNTY will not approve plans that include referring the Participant to a food bank as an option. However, CONTRACTOR may provide training about utilizing food banks as a resource as part of their life skills training.

10.3.4 Monitoring of Unit Furniture Condition

- 10.3.4.1 CONTRACTOR shall use the THPP-NMD Participant Unit/Furniture Inventory Form (Exhibit A-9) to monitor the condition of the furniture in each Unit on a quarterly basis as well as when any THPP-NMD Participant enters or leaves the program and/or Unit.
- 10.3.4.2 The THPP-NMD Participant Unit/Furniture Inventory Form (Exhibit A-9), 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.

- 10.3.4.3 Copies of the THPP-NMD Participant Unit/Furniture Inventory Form form (Exhibit A-9) shall be signed and dated by the CONTRACTOR and THPP-NMD Participant, and shall be filed in the TPRF following each quarterly review and/or entry/exit of a THPP-NMD Participant.

10.3.5 Monitoring of THPP-NMD Participant's Communications Costs

- 10.3.5.1 CONTRACTOR is responsible for supplying Internet service and maintaining telephone service with unlimited nationwide long distance. These services shall be in the name of the CONTRACTOR and not the THPP-NMD Participant.
- 10.3.5.2 CONTRACTOR's Internet service should have enough data and speed to allow the THPP-NMD Participant to complete educational and employment activities.
- 10.3.5.3 THPP-NMD Participant shall only be responsible for costs beyond the established baseline charges.
- 10.3.5.4 CONTRACTOR shall submit a written plan to the CPM, within 30 business days of Contract execution, describing how it will monitor THPP-NMD Participant's telephone and Internet usage, and payment of THPP-NMD Participant's communication costs.
- 10.3.5.5 If a THPP-NMD Participant's portion of the communications package is more than the maximum amount of \$200 per month, a payment plan shall be made for the THPP-NMD Participant to reimburse the CONTRACTOR from Participant's funds, excluding allowance and mandatory monthly savings.
- 10.3.5.6 THPP-NMD Participants shall receive a copy of the monthly bill identifying the charges s/he is responsible for prior to remitting payment.
- 10.3.5.6.1 CONTRACTOR shall also file a copy of the monthly bill in the THPP-NMD Participant's TPRF.

10.3.6 Monitoring of THPP-NMD Participant Chores Related to Unit Upkeep

- 10.3.6.1 CONTRACTOR shall address and document concerns regarding upkeep of the Unit, noted during routine unit checks with the THPP-NMD Participant during case management and develop a plan with the THPP-NMD Participant toward completion/compliance expectations.

10.3.7 Monitoring of THPP-NMD Participant's Medical Treatments, Medications and Therapy.

10.3.7.1 The CONTRACTOR shall assist THPP-NMD Participant with the monitoring of his/her medical treatments, medications, and therapy if requested by THPP-NMD Participant. A Safety Meeting should convene if any concerns are noted by the CONTRACTOR.

10.3.7.2 The CONTRACTOR shall maintain a Medical Record Folder for each THPP-NMD Participant who requests assistance with monitoring his/her medical/dental care, including medications, and therapy. The folder shall include, but is not limited to, Medication Dispensing Log (Exhibit A-18), copies of all THPP-NMD Participants' medical information, record(s) of medication(s) the THPP-NMD Participant has received, and THPP-NMD Participant's Medication Log (Exhibit A-17) for all medications prescribed.

10.3.7.3 CONTRACTOR shall ensure that a NMD parent, whose child(ren) is/are placed in the THPP-NMD, provides care and supervision for his/her child(ren), which may include educating the NMD about how to access medical and dental care, as required by Title 22, Division 6, Chapter 7, Section 86178(b).

10.3.8 Monitoring of THPP-NMD Participant's Educational Progress

10.3.8.1 CONTRACTOR shall offer and help THPP-NMD Participants who qualify as THPP-NMD Participant due to an education participation condition to receive the necessary services that will facilitate the THPP-NMD Participant's enrollment in school fulltime (HSD/GED), as defined by the educational institution, or at least halftime (postsecondary).

10.3.8.2 The following only applies to THPP-NMD Participants who are working towards obtaining their high school diploma or GED certificate.

10.3.8.2.1 CONTRACTOR, with permission from the THPP-NMD Participant, shall contact each THPP-NMD Participant's school counselor at least monthly to discuss the THPP-NMD Participant's current high school credits and achievement level.

10.3.8.2.2 CONTRACTOR, with permission from the THPP-NMD Participant, shall request assistance from THPP-NMD Participant's school teachers in providing appropriate homework and education enrichment activities to assist the THPP-NMD Participant in

completion of high school requirements and postsecondary education planning.

10.3.8.2.3 CONTRACTOR, with permission from the THPP-NMD Participant, shall contact each THPP-NMD Participant's school to obtain school records, and place these records in the TPRF. Each THPP-NMD Participant's school credit record and CONTRACTOR's assessment of the credits shall be available for review by the COUNTY upon request.

10.3.8.2.4 Educational activities encompass a variety of areas related to the individual needs of the THPP-NMD Participant and should build on the THPP-NMD 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.

10.3.8.2.5 CONTRACTOR shall also ensure that each THPP-NMD Participant is properly represented by CONTRACTOR's Social Worker, or another appropriate staff responsible for the THPP-NMD Participant, in school-parent meetings, open houses, etc. in accordance with the educational case plan developed by CSW/DPO.

10.3.8.2.6 CONTRACTOR shall also ensure that services and supports are offered to meet the needs of the THPP-NMD Participant as defined in the THPP-NMD Participant case plan.

10.3.8.2.7 CONTRACTOR shall encourage each THPP-NMD Participant to spend at least two hours each day including weekends, if necessary, to complete homework assigned by the THPP-NMD Participant's school.

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

10.3.8.2.9 CONTRACTOR shall provide the above assistance to THPP-NMD Participants who are experiencing

academic challenges/difficulties and to THPP-NMD Participants who are attending postsecondary institutions, if THPP-NMD Participant requests assistance.

10.4 Discharge and Removal of a THPP-NMD Participant

For co-leasing THPP-NMD Participants, see Exhibit A-5.

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

10.4.1 CONTRACTOR shall use progressive discipline, as indicated below, when considering the non-emergent discharge of a THPP-NMD Participant.

10.4.1.1 CONTRACTOR shall convene **case conferences** with THPP-NMD Participant, agency staff and CSW/DPO to discuss concerns regarding the THPP-NMD Participant's compliance with the program requirements and to inform THPP-NMD Participant that s/he is at risk of being discharged.

10.4.1.2 CONTRACTOR shall convene **staffing meetings** with agency staff and CPM or designee to discuss concerns regarding the THPP-NMD Participant's compliance with the program requirements and to discuss options to help THPP-NMD Participant remain in the program.

10.4.1.3 CONTRACTOR shall convene **stabilization meetings** with THPP-NMD Participant, agency staff, CSW/DPO and CPM or designee to discuss concerns regarding the THPP-NMD Participant's progress in the program and to develop a stabilization or transition plan for THPP-NMD Participant.

10.4.1.3.1 The stabilization plan is only effective for 30 business days and only covers the issue(s) discussed at the meeting.

10.4.1.3.1.1 On a case by case basis, the stabilization plan may be extended by the CONTRACTOR for an additional 14 business days after consulting with CPM and CSW/DPO.

10.4.1.3.2 CONTRACTOR shall convene another stabilization meeting to discuss new issues, or to develop a

transition plan if the stabilization plan has expired and Participant remains non-compliant.

10.4.1.3.3 CONTRACTOR and CPM shall work together to develop a stabilization or transition plan for Participants who choose not to participate in the stabilization meetings.

10.4.2 CONTRACTOR shall verbally notify the CPM or designee and CSW/DPO immediately if CONTRACTOR believes an emergent discharge of a THPP-NMD Participant is necessary.

10.4.2.1 If a THPP-NMD Participant is removed under emergency circumstances, CONTRACTOR shall follow the procedures in Subsection 8.4.5 and inform the THPP-NMD Participant, CSW/DPO, CPM or designee, and CCL that the THPP-NMD Participant shall be or has been removed from the THPP-NMD.

10.4.3 CONTRACTOR shall document in the TPRF any verbal conversations with the THPP-NMD 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.

10.4.4 The CONTRACTOR shall notify the CPM or designee, CSW/DPO and THPP-NMD Participant at least three (3) business days in advance to participate in the meeting. The COUNTY and CONTRACTOR shall agree on the outcome or resolution to the problem.

10.4.5 CONTRACTOR shall submit a written follow-up of the agreed upon outcome to the THPP-NMD Participant, CSW/DPO, and CPM or designee within seven (7) business days after resolution of the situation.

10.4.6 If the CONTRACTOR determines that situations that might lead to the discharge of a THPP-NMD Participant from the THPP-NMD program cannot be resolved or that the THPP-NMD Participant cannot be stabilized, CONTRACTOR shall contact CPM or designee explaining efforts made to stabilize THPP-NMD Participant to prevent loss of placement.

10.4.6.1 If CPM or designee agrees that such situations cannot be resolved, CONTRACTOR shall provide a seven (7) calendar day written notice to the THPP-NMD Participant, CSW/DPO, CCL, and CPM or designee requesting that the THPP-NMD Participant be removed from the THPP-NMD Program before the seven (7) calendar days have expired.

10.4.6.1.1 The notification shall state the reason for discharge, with specific facts about any circumstance or event that resulted in the pending discharge of the THPP-NMD Participant.

10.4.6.1.2 CONTRACTOR shall verbally inform THPP-NMD Participant of his/her right to file a grievance in accordance with CONTRACTORS Grievance Policy as specified in its THPP-NMD Plan of Operation. Additionally, CONTRACTOR shall attach a copy of the Grievance Policy, including any necessary forms to THPP-NMD Participant's copy of the seven (7) calendar day notice.

10.4.6.1.3 CONTRACTOR shall verbally inform THPP-NMD Participant of his/her right to file an Advocacy Review request, and provide THPP-NMD Participant with the Advocacy Review Form (Exhibit A-22). If filed, any timeframe for discharge is put on hold pending the resolution of the grievance.

10.4.6.2 If the CPM or designee disagrees with the CONTRACTOR to provide a seven (7) calendar day notice, a stabilization meeting shall be scheduled with the CPM or designee, THPP-NMD Participant, CSW/DPO and CONTRACTOR to ascertain if the placement can be maintained under specific conditions.

10.4.7 CONTRACTOR shall contact the appropriate agency listed below if CONTRACTOR determines that a removal must occur after normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday) or on COUNTY holidays.

- a) For THPP-NMD Participants, CONTRACTOR may contact the Child Protection Hotline at (800) 540-4000.
- b) For THPP-NMD Participants who are referred under W&IC 450 – Transition Jurisdiction, CONTRACTOR should call nearest Psychiatric Emergency Team's Mental Evaluation Team police or Sheriff agency or 911, when a THPP NMD Participant is a danger to self or others.

10.4.8 CONTRACTOR shall also immediately notify the CPM or designee and CSW/DPO when THPP-NMD Participant needs to be removed after hours and/or on COUNTY observed holidays.

10.4.8.1 The CPM or designee will provide the CONTRACTOR a list of holidays observed by COUNTY upon execution of this Contract.

- 10.5 If a THPP-NMD Participant becomes incarcerated while placed in the program, CONTRACTOR shall notify CSW/DPO and CPM or designee immediately. Further, should THPP-NMD Participant remain incarcerated beyond the arraignment hearing, CONTRACTOR shall consult with CPM or designee regarding terminating THPP-NMD Participant from program.

11.0 THPP-NMD PARTICIPANT PERFORMANCE EVALUATION AND ASSESSMENT

11.1 Entry Assessment

Upon placement of a THPP-NMD Participant, CONTRACTOR shall ensure each THPP-NMD Participant completes an Entry Assessment (Exhibit A-29). CONTRACTOR shall file the completed Entry Assessment in the TPRF and attach a copy to the initial progress report.

11.2 Casey Life Skills Assessment

Contractor shall ensure that each THPP-NMD Participant takes the Casey Life Skills Assessment (Exhibit A-30), or other COUNTY approved assessment, within 45 business days of admission and annually within 45 business days of THPP-NMD Participant's entry date anniversary thereafter to measure the THPP-NMD Participant's progress in the THPP-NMD program.

11.2.1 CONTRACTOR shall have the THPP-NMD Participant complete the assessment online at (<http://lifeskills.casey.org/>) and incorporate the assessment results into the THPP-NMD Participant's **goals case management** and **life skills** training.

11.2.2 CONTRACTOR shall attach THPP-NMD Participant's initial automated Casey Life Skills Assessment report to Initial Report, and provide annual reassessment to **the Participant, CSW/DPO and** CPM within 45 business days of entry date anniversary.

11.3 Exit Assessment

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

11.3.2 CONTRACTOR shall attach Exit Assessment to THPP-NMD Participant's Termination Report.

11.4 Aftercare Follow-up and Tracking

11.4.1 CONTRACTOR shall have a plan to track and maintain contact with THPP-NMD Participants for **12 months two years** following the THPP-NMD Participant's exit of the THPP-NMD program.

11.4.2 CONTRACTOR shall submit its Aftercare Follow-Up Plan to CPM within 30 business days of the execution of this Contract.

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

11.4.4 CONTRACTOR shall contact former THPP-NMD Participants at ~~30~~ 90 days, ~~90~~ 180 days, ~~and every six months,~~ and 12 months following exit from the THPP-NMD program. ~~thereafter up to 24 months.~~

11.4.4.1 Aftercare services may be discontinued if the NMD exits to another housing program **and** is in the same housing program 90 days after exiting from the THPP-NMD.

11.4.5 CONTRACTOR shall document at least two attempts to contact former THPP-NMD Participants at each interval, including the outcome of the attempts and methods used (i.e. telephone, mail, social media, etc.).

11.4.6 CONTRACTOR shall make at least two attempts, via ~~two~~ different communication methods (i.e. telephone, email, U.S. mail etc.), to contact THPP-NMD Participants at each interval.

11.4.7 CONTRACTOR shall ~~offer~~ **provide community resources and referrals to services assistance** whenever possible to former THPP-NMD Participants. CONTRACTOR shall document the assistance requested, offered, and/or provided.

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

11.5 Success Stories

11.5.1 On an annual basis, and by March 1st of each year, CONTRACTOR shall report to the CPM, in writing and, if possible, include additional legible documentation such as copies of certificates, awards, or newspaper articles, on current/former THPP-NMD Participants that have achieved personal or professional goals/achievements for which the CONTRACTOR may be directly or indirectly responsible.

11.5.2 Such goals/achievements include, but are not limited to, THPP-NMD Participant's acknowledgement for achievements by schools, community recognition/awards or employment recognition, receiving educational/vocational scholarships, promotions, obtaining a postsecondary or vocational degree/certificate, completing an apprentice program, etc.

12.0 QUALITY ASSURANCE AND FAILURE TO PERFORM

- 12.1 Within 30 business 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.
- 12.2 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 as indicated in Section 4.6.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 In the event the COUNTY deems that CONTRACTOR is not satisfying its responsibilities contained in this Contract or that CONTRACTOR's work fails to comply with the provisions of this SOW, the CPM shall notify the CONTRACTOR in writing of the improvements needed.
- 12.7 The CPM may request a Corrective Action Plan (CAP). 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).
- 12.8 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 CPM's response to CONTRACTOR's CAP.
- 12.9 CONTRACTOR shall respond to the CPM in the time period specified, regarding the specific corrective actions the CONTRACTOR has taken.

13.0 SITE INSPECTIONS

- 13.1 COUNTY will conduct annual site inspections to confirm that Units have the minimum required items, items are in good and usable condition, and to assess the living Unit for health and safety compliance.

- 13.2 Priority will be given to newly acquired Units, and Units that had prior findings.
- 13.3 COUNTY reserves the right to inspect up to 100 percent of CONTRACTORs THPP-NMD Units.
- 13.4 COUNTY will provide site inspection tool to CONTRACTOR in advance of site inspections.
- 13.5 CONTRACTOR will have an opportunity to rectify initial deficits before COUNTY prepares a final site inspection report.
- 13.6 CONTRACTOR shall provide a CAP when the final site inspection report contains findings.

14.0 PERFORMANCE OUTCOME GOALS

- 14.1 Safety: THPP-NMD Participants shall reside in a safe environment and be free from abuse and neglect.
- 14.2 Well Being/Self-Sufficiency: THPP-NMD 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 – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PART C – SECTION 1.0 – SAFETY

PERFORMANCE OUTCOME SUMMARY – SAFETY		
PERFORMANCE OUTCOME GOALS: THPP-NMD 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	CONTRACTOR shall maintain 100% of the housing sites, such that 100 percent of THPP-NMD Participant units will be in accordance with Contract expectations.	Site Inspections; Technical Reviews; iTrack
Substantiated allegations of abuse and/or neglect	A zero (0) percent tolerance of substantiated abuse and/or neglect allegations.	CWS/CMS; iTrack
Units approved by CCL and certified by Contractor	100 percent rate of Contractors will have a current and valid THPP-NMD license and Certificate of Compliance for each site while providing THPP-NMD services for the County.	CCL Facility Evaluation Report, License; Certificates of Compliance, Technical Review
Criminal clearances, training and certification for all staff and volunteers	100 percent of Contractor's staff/volunteers will have background clearances, training, etc., and be certified by the CONTRACTOR prior to having contact with THPP-NMD Participants.	Contractor's Certification Letter, Technical Review
Annual medical and dental examinations	100 percent of THPP-NMD Participants will have a current health/education passport or similar record; or will have case documentation confirming CONTRACTOR	DCFS 561 (a & b) Participant Reports; Technical Reviews

	encouraged Participant to obtain annual examinations.	
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PART C – SECTION 2.0 – WELL-BEING/SELF-SUFFICIENCY

PERFORMANCE OUTCOME SUMMARY – WELL-BEING/SELF SUFFICIENCY		
PERFORMANCE OUTCOME GOALS: THPP-NMD Participants shall 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
THPP-NMD Participation Condition (Attachment III)	100 percent of THPP-NMD Participants will have an identified NMD condition documented in their case files.	Technical Reviews
Progress Toward Identified THPP-NMD Conditions #1-4	<p><u>1) Completing HSD or GED</u></p> <p>75 percent or 10 percent increase of preceding year THPP-NMD Participants, whichever is less, will complete high school or an equivalent program.</p> <p><u>2) Enrolled in post-secondary or vocational institution</u></p> <p>75 percent or 10 percent increase of preceding year THPP-NMD Participants, whichever is less, will be enrolled in college or vocational education program at least part-time.</p> <p><u>3) Removing barriers</u> <u>75 percent or 10 percent increase of preceding year THPP-NMD Participants, whichever is</u></p>	<p>THPP-NMD Participant and Annual Reports</p> <p>Technical Reviews</p>

	<p>less, will have reduced barriers to employment as evidenced by 90 consecutive days of employment, and/or completion of at least three (3) of the activities listed in Exhibit A, Attachment III "Examples of Programs and Activities Designed to Promote or Remove Barriers to Employment." 75 percent or 10 percent increase of preceding year THPP-NMD Participants, whichever is less, will have no barriers in employment attainment.</p> <p>4) <u>Employed at least 80 hrs per month</u></p> <p>75 percent or 10 percent increase of preceding year THPP-NMD Participants, whichever is less, will be employed at least 80 hours per month.</p>	
Documented THPP-NMD Medical Condition #5	100 percent of THPP-NMD Participants will have a reason for medical exemption documented in their case files.	Technical Reviews
Monthly Life Skills Training	100 percent of THPP-NMD Participants will be offered life skills training.	THPP-NMD Participant Reports and; Technical Reviews
Individualized Training	100 percent of THPP-NMD Participants with an identified need will be offered individualized	THPP-NMD Participant Reports and Technical Reviews

	training.	
Identified Permanent Adult Connection	75 percent of THPP-NMD Participants will have an identified permanent adult connection, or have been linked to a mentoring program, upon exit from the THPP-NMD.	THPP-NMD Participant Reports, and Technical Reviews
Housing	51 percent of THPP-NMD Participants shall transition to affordable or stable housing, i.e. own apartment, transition in place, college housing, or SILP.	Termination Reports, Technical Reviews

PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
1	Monitoring of each THPP-NMD Participant's progress.	100% of the THPP-NMD Participant receive ongoing monitoring and supervision	County will monitor the CONTRACTOR's performance by reviewing records, interviewing personnel and THPP-NMD Participants, or convening meetings 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 12.0. 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	Maintaining accurate, complete, and current THPP-NMD Participant folders for each THPP-NMD Participant.	100% of the THPP-NMD Participant have THPP-NMD Participant folders		
3	Providing educational, employment, and other support to assist with completion of the TILP goals.	100% of THPP-NMD Participant TILPs will have provider input.		
4	Providing a monthly allowance.	100% of the THPP-NMD Participant receive monthly allowances		

PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
5	Providing at least 240 minutes of life skills workshops monthly or have a written exception from CSW/DPO for fewer minutes.	100% of the THPP-NMD Participant will be offered life skills training	County will monitor the CONTRACTOR's performance by reviewing records, interviewing personnel and THPP-NMD Participants, or convening meetings 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 12.0. 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	Submitting reports to the County Program Manager for each THPP-NMD Participant	CONTRACTOR shall ensure that reports are submitted for 100% of the THPP-NMD Participant		
7	Depositing funds from monthly allowance into an agency interest bearing savings account for each THPP-NMD Participant.	CONTRACTOR shall ensure funds are deposited for 100% of the THPP-NMD Participant		
8	Ensuring that all housing sites are in compliance and maintained.	CONTRACTOR shall maintain 100% of the housing sites, such that 100 percent of THPP-NMD Participant units will be in accordance with Contract expectations. CONTRACTOR shall maintain 100% of the housing sites		

SPAMAP



Los Angeles County
Department of Children and Family Services



EXTENDED FOSTER CARE DEFINITIONS OF THE FIVE PARTICIPATION CONDITIONS:

A non-minor dependent shall meet the eligibility standard for Extended Foster Care (EFC) or a non-minor former dependent for extended payment benefits for Adoption Assistance Program (AAP) or Kinship Guardianship Assistance Payment Program (Kin- GAP) by participating in at least one of the following five conditions. The non-minor dependent's plan of participation shall be described in his or her Transitional Independent Living Case Plan shall include a written description of the services that will help the non-minor dependent which provides the basis for the six-month certification of eligibility made by the placing agency's case manager to the eligibility worker and the court. During the six-month certification period, the non-minor dependent shall report to his or her worker any changes in the participation plan and they shall work together collaboratively to ensure ongoing eligibility as the non-minor dependent assumes increasing levels of responsibility and independence.

"Transitional Independent Living Case Plan" is the non-minor dependent's case plan, updated every six months, that describes the goals and objectives of how the non-minor will make progress in the transition to living independently and assume incremental responsibility for adult decision making, the collaborative efforts between the non-minor and the social worker, probation officer, or Indian tribe and the supportive services as described in the Transitional Independent Living Plan (TILP), which is part of the case plan, to ensure active and meaningful participation in one or more of the participation conditions.

To the extent possible, verification for all 5 conditions should be obtained in the manner that respects the non-minor dependent's privacy and the confidentiality of their foster care status by enabling the non-minor dependent to utilize whatever verification the employer or internship commonly provides and without asking the non-minor to obtain any special documentation that may impinge on his/her privacy.

(1) Completing secondary education or a program leading to an equivalent credential.

In order to satisfy the criteria of completing secondary education, the non-minor dependent must be enrolled in a secondary school or a program leading to an equivalent credential. Enrollment can be in a public high school, charter high school, an alternative high school, a nonpublic school, adult education classes, or any other course of study leading towards completion of a high school diploma, General Equivalency Degree, High School Proficiency Certificate, or High School Completion Certification. Enrollment is deemed continuous during any summer or other scheduled break in the school program.

A non-minor dependent who is participating in special education activities as described in his/her Individualized Education Plan (IEP) is deemed to be in compliance with this participation condition.

Verification of enrollment can be satisfied by requesting that the Participant provide proof of enrollment that indicates the courses that the student is enrolled in. Acceptable documentation

could include, but is not limited to, an unofficial transcript; an electronic copy of the non-minor dependent's current course schedule, or a letter from the institution or other similar documentation.

Examples of How a Non-Minor Dependent Meets Requirement for Completing High School or Secondary Education

In order to be considered participating in a program that is leading towards completion of a high school or secondary education, the youth can be doing one of the following (including but not limited to):

1. Independent study
2. Nonpublic School
3. Public High School
4. Home Schooling
5. Private High School
6. Alternative High School/Continuation School
7. Special Education Classes
8. Adult School (to complete GED)

(2) Enrolled in an institution which provides postsecondary or vocational education.

In order to satisfy the criteria of enrollment in an institution which provides post- secondary or vocational education a non-minor dependent must be enrolled at least half- time. In most institutions, including the California public college and university systems, this will consist of enrollment in at least six semester course units or quarter course equivalent. In some cases, a different standard of tracking enrollment may be utilized by an institution, such as some vocational courses which define enrollment in "clock hours" rather than credits, and the half-time standard should be applied accordingly.

Further, satisfaction of the enrollment requirement does not require formal admission to an institution and includes situations where a student is enrolled in individual courses without being enrolled in the institution, such as University extension courses. Courses taken at any institution which is licensed to operate in the State of California, or taken at a comparable institution located or licensed to operate in another state, shall count towards the participation requirement. Non-minor dependents can take coursework at multiple institutions to equal the half-time standard.

If a non-minor must take remedial courses as a pre-requisite to enroll in standard general education coursework, these courses are also eligible even if they do not meet the standard amount of units as other coursework (three units per class). In these cases, the part-time equivalent of two courses would apply and qualify the non-minor as meeting the postsecondary education requirements.

This provision also applies to Participants on a summer or other scheduled school breaks or who are awaiting admissions determinations or pending enrollment in courses. Official school breaks do not disqualify youth from meeting the eligibility criteria.

Participants who are enrolled in post-secondary education or vocational training at less than half time, but in at least one course, do not qualify under this participation condition, but can qualify for EFC benefits under participation condition #3 (an activity designed to promote, or remove barriers to employment).

Additionally, if a student drops courses mid-term (whether considered voluntary or involuntary) this shall not result in automatic disqualification from EFC benefits. The non-minor dependent should be given a reasonable amount of time to start participation in a different participation condition. Participation in condition #3 is the best option to transition a non-minor dependent into another participation condition or to bridge the gap if he/she wants to enroll in classes again the next semester.

Verification of enrollment at a post-secondary or vocational institution can be made by requesting that the Participant provide proof of enrollment that indicates the credit and non-credit courses that the student is enrolled in. Acceptable documentation could include, but is not limited to, an unofficial transcript, an electronic copy of the student's current course schedule, or a letter from the institution or other similar documentation. Official transcripts are not required.

Examples of How a Non-Minor Dependent Meets the Postsecondary Education/ Training Requirements:

Eligible Institutions:

Eligible Institutions include, but are not limited to:

- All public postsecondary systems in California (Community College, California State University and University of California);
- All public postsecondary systems outside of California (Community Colleges and Universities);
- Schools approved by the Bureau for Private Postsecondary Education;
- Schools accredited through the Western Association of Schools and Colleges;
- Schools approved or accredited through a similar body in another state;
- Courses taken through correspondence or on-line studies that are affiliated with a licensed institution count towards the participation requirement.

Unavailable Coursework

If a non-minor dependent is unable to enroll in any coursework due to required classes being full, participation condition # 3 should be used for supporting the non-minor dependent until the non-minor dependent can enroll in the next available semester. Additionally, if a non-minor dependent is only able to enroll in one course and does not meet the part-time requirement,

the non-minor dependent is eligible under participation condition #3 and this should be documented on the Transitional Independent Living Case Plan if it is not already listed as a back-up plan.

Impact of Dropping Courses

If a student drops courses mid-term (whether considered voluntary or involuntary), this shall not result in automatic disqualification from AB12 benefits. If this happens, it is best to use the back-up plan of participation condition #3. If the non-minor dependent does not wish to do this, then the court must review the circumstances surrounding the student's decision to determine if the non-minor dependent can maintain eligibility until there is opportunity to re-enroll in the following term. There are many factors that may result in failing to complete courses in which they enrolled. Circumstances that would be considered as extenuating factors could include, but are not limited to:

- a. The student has learning disabilities or mental health issues (diagnosed or undiagnosed) that prevented the student from successfully completing the coursework.
- b. A personal or family emergency, such as the loss of housing, family illness, medical emergency, or intervention by the young person's family of origin interfered with the student's ability to complete coursework.
- c. A lack of affordable childcare interfered with the student's ability to attend classes or complete coursework.
- d. The courses in which the student enrolled were inappropriate for his/her skill level and the student must first take remedial classes or access tutoring services in order to successfully complete college level coursework.
- e. A delay in financial assistance or other financial hardship presented a barrier to completing coursework.

(3) Participating in a program or activity designed to promote, or remove barriers to employment.

A program or activity designed to promote, or remove barriers to employment is an individualized program based on a youth centered assessment of skills and needs. These activities could be self-directed, completed in conjunction with a non-minor dependent's caregiver or social worker, or part of an organized program. Unpaid employment, internships, volunteer activities, vocational rehabilitation or participation in a substance abuse program also meet this participation condition.

A non-minor dependent shall be deemed participating in a program or activity designed to promote, or remove barriers to employment as long as the youth is working toward meeting goal(s) in his/her Transitional Independent Living Case Plan by participating in an Independent

Living Program activity or a program that moves the youth forward in reaching a goal on his/her TILP. See Attachment C for sample activities.

A non-minor dependent who is meeting eligibility requirements solely through this participation condition should be working toward developing skills that will help him/her to transition to the education or employment participation condition to ensure that he/she is adequately prepared to transition to independence at the end of his/her time in EFC. This participation condition is intended to help bridge gaps in a non-minor dependent's readiness for achieving more responsibility in college, vocational school or employment. For non-minor dependent's meeting eligibility solely through this requirement, at the six-month certification period it should be considered if the non-minor dependent can successfully move to another eligibility condition.

This participation condition should always be used as a back-up plan for the non-minor dependent's TILP in case the non-minor dependent intentionally or unintentionally experiences a break in participation in an educational or employment activity part way through the six-month eligibility certification period. For example, the non-minor dependent quits his/her job but does not have other employment lined up.

For a non-minor who is re-entering foster care after a break, the initial meeting with the social worker to select the participation activity satisfies the requirement of removing barriers to employment. However, the non-minor must begin participating in the activity within a reasonable amount of time after Re-Entry.

Verification for this condition will vary depending on the activity that non-minor dependents are participating in. A certificate of completion for a class or training is sufficient for more formal or structured programs. However, as this category is very broad, verification can also be as flexible as documentation in a case manager's notes when the NMD shows the case manager a revised resume or discusses the outcome of job searches and/or interviews.

Examples of Programs and Activities Designed to Promote or Remove Barriers to Employment

The program or activities designed to remove barriers to employment that the youth participates in may include, but not be limited, to:

- job skill classes/training;
- distance learning;
- on-line tutorials;
- job shadowing;
- mentoring;
- volunteering;
- internship and apprenticeship;
- resume/interview skills classes/training;
- career exploration classes/training/programs;
- dress/hygiene/health care management classes/training/;
- counseling/therapy;

- social skills classes/training/programs;
- anger management classes/training/programs;
- substance abuse treatment;
- mental health treatment,
- domestic violence/date violence programs,
- teen parent classes or programs,
- navigating public transportation,
- registering and participating with the One Stop,
- budget and money management classes/training/programs,
- driver's education,
- enrolled in ILP or participating in ILP,
- Workforce Investment Act case management,
- Enrollment in at least one course at college or a vocational program for credit or non- credit,

Non-credit courses which count towards the participation requirement include, but are not limited to, the following classifications of courses:

- o Basic Skills
 - o Developmental or Remedial Education
 - o English as a Second Language (ESL) courses
 - o College and Career Planning or College Success Skills Courses
 - o Workforce Preparation Courses
 - o Education Programs for Persons with Substantial Disabilities or e
Home Economics Careers and Technology
 - o Not-for-credit Vocational Programs
 - o Courses taken through University of California Extension or Cal State Open University
- Other such activities designed to promote or remove barriers to employment.

(4) Employed for at least 80 hours per month.

In order to satisfy the criteria of employed for at least 80 hours a month a non-minor dependent must be engaged in full or part time employment activities which includes, but is not limited to paid internships, apprenticeships, Ticket to Work (for individuals receiving Supplemental Security Income), or work study programs. The non-minor dependent can be engaged in a combination of paid employment activities at one or more places of employment in order to meet the 80 hours a month requirement. As long as the non-minor dependent is scheduled to work at least 80 hours a month, he/she shall be deemed to meet this participation condition even if the non-minor dependent does not actually work that number of hours due to holidays, illness, approved vacation (by employer) or other circumstances beyond the Re-Entry Youth's control. Any earned income shall be disregarded for purposes of eligibility determination as specified in the non-minor dependent's TILP.

Verification of employment for at least 80 hours per month may include, but not be limited to, providing a copy the non-minor dependent's work schedule, pay stubs, a statement of

hiring from the employer, or a statement of acceptance from the apprenticeship or internship program.

Examples of Resources and Work Programs

1. Job Corps
2. VISTA
3. Workforce Investment Boards
4. One Stops
5. Ticket to Work

(5) Incapable of doing any of the activities described in subparagraphs (1) to (4), inclusive, due to a medical condition, and that incapability is supported by regularly updated information in the case plan of the non-minor dependent.

In order to satisfy the eligibility criteria set forth in W&IC Section 11403 (b)(5), two determinations must be made. First, a non-minor dependent must have a “medical condition.” Second, the medical condition must render the minor incapable of doing any of the activities described in subparagraphs (1) to (4). A “medical condition” is a physical or mental state that limits a non-minor dependent’s ability to participate in any of the activities described in subparagraphs (1) through (4), as verified by a healthcare practitioner. A healthcare practitioner is defined as any individual provider who is licensed or otherwise authorized by the state, county or city in which the provider is located to provide services related to physical or mental health. If a non-minor dependent does not undertake remedial measures to treat a verified medical condition, he or she will still be deemed to have a qualifying medical condition under this subparagraph.

A non-minor dependent is deemed “incapable of doing any of the activities described in subparagraphs (1) to (4)” if he or she cannot consistently meet the criteria of subparagraphs (1) to (4) due to the documented medical condition.

Verification that a non-minor dependent cannot consistently meet the full requirements of subparagraphs (1) to (4) can be satisfied by written documentation by a healthcare practitioner which explains that one of the reasons that the non-minor is unable to meet the criteria of subparagraphs (1) to (4) is because he or she has a “medical condition” as defined in this subsection. A non-minor dependent who is eligible for a disability program including, but not limited to, Supplemental Security Income, Social Security Disabled Adult Child benefits, State Disability Insurance, or Regional Center Services, may have a medical condition that fits under this participation condition if the medical condition renders him/her incapable of participating in an education plan to complete high school (or equivalent), attend college or vocational school at minimum part-time or maintain part-time employment.

The non-minor dependent is deemed eligible for extended benefits under this section upon a verification of eligibility for such a condition. Verification of disability benefits status may include an award letter, notice of action or copy of the check or benefit identification card.

The non-minor dependent, unless incapable, is responsible for obtaining and providing the social worker or probation officer with one of the following: (1) the written verification from a healthcare practitioner stating that the non-minor dependent has a medical condition and that he or she cannot consistently meet the full requirements of subparagraphs (1) to (4) or (2) the verification of the non-minor dependent's disability benefits status. If the non-minor dependent is incapable of obtaining verification the caregiver or social worker will need to assist the non-minor or obtain the verification.

Note: These definitions were developed collaboratively with CDSS, CWDA, sponsors of AB 12, county representatives and stakeholders.

STATEMENT OF WORK
EXHIBITS A-1 THROUGH A-39

INSTRUCTIONS FOR COMPLETING THE ANNUAL REPORT

SECTION I (pages 1 & 2)

Collects data for all youth served in reporting year – Enter data based on status at discharge or on December 31st of reporting year

Total Served: Do not enter any information; this will automatically populate.

Youth Participation:

- **New Admit:** Enter the number of Los Angeles County youth who entered your program in reporting year.
- **Continue from Previous Year:** Enter the number of Los Angeles County youth who entered your program before reporting year and remained in the program on or after January 1st of reporting year.
- **Exited:** Do not enter any information; this will automatically populate.
- **Active at Year End:** Do not enter any information; this will automatically populate.
- **From Another County:** Enter the number of non-Los Angeles County youth served, including those continuing in the program from a previous year. **This is the only area where you will include data on out of county youth.**

Participation Activity: Enter the total youth served who met the specified AB 12/NMD SOC 161 **primary** participation activity/condition. If the youth did more than one activity or had a combined activity, report the one that s/he did 51% of the time. *Select only one category per youth*

By Referral Department: Indicate the number of youth served by DCFS or Probation. *There is no dual supervision, so select the department that placed the youth*

By Ethnicity: Indicate the number of youth represented by the specified categories. You should report based on how the youth identifies. If the youth did not specify, use the category on the initial TILP. *Select only one category per youth*

By Gender: Indicate the number of youth represented by the specified categories. You should report based on how the youth identifies. If the youth did not specify, select the category that 51% of the general population would normally use. *Select only one category per youth*

Parenting Youth: *Select only one category per youth*

- **Custodial:** Indicate the number of parenting youth (male and female) who have their child(ren) placed with them, and are receiving or eligible to receive an infant supplement.

- *Non-Custodial*: Indicate the number of parenting youth (male and female) who have child(ren), but they are **not** placed with them.

Expecting Parents: *Select only one category per youth*

- *Father*: As of December 31st of, reporting year or at time of discharge, indicate the number of males who were expecting.
- *Mother*: As of December 31st of reporting year or at time of discharge, indicate the number of females who were expecting.
- *Expecting and Parenting*: As of December 31st of reporting year, indicate the number of youth who were parenting and expecting.

Employment & Education (Active at Year End): Only include information for youth who remained in your program on December 31st of reporting year. ***You may select more than one category***

- *Employment Status*: Indicate the number of youth represented by each category.
- *Education Status*: Indicate the number of youth represented by each category.

SECTION II (pages 3 & 4) Status at Exit
Collects data *only for youth who **exited** the program in reporting year –*
Enter data based on status at discharge

Total Exited: Do not enter any information; this will automatically populate.

Planned: Enter the number of youth whose exit from the program was planned.

Unplanned: Enter the number of youth whose exit from the program was unplanned (*This includes youth who received a notice to exit or exited in anticipation of receiving a notice to exit. Depending on the circumstances, this will include youth who were incarcerated or hospitalized and the agency issued a notice to terminate placement prior to youth being released from either setting*).

Average Length of Stay: Enter the aggregate average length of stay (in months) for youth who exited from each SPA.

Affordable Housing: Do not enter any information; this will automatically populate.

Exit Destination: Enter the exit destination for each youth. *Select only one category per youth*

Permanent Adult Connection:

- Achieved: Enter the number of youth who had a permanent adult connection at exit.
- Other columns: Do not enter any information; this will automatically populate.

Participation Activity: Enter the number of youth who met their initial SOC 161 primary participation activity/condition for each category. If the youth's initial SOC 161 listed #5 as the primary participation activity/condition, use the subsequent SOC 161 to determine the primary participation activity/condition. If the youth had a combined activity, report the one that is s/he did 51% of the time. *Select only one category per youth*

Employment & Education: *Select only one category per youth*

- Employment Status: Indicate the number of youth represented by each category.
- Education Status: Indicate the number of youth represented by each category.

Employment & Education: *More than one status*

- Employment: Indicate the number of youth who had more than one status
- Education: Indicate the number of youth who had more than one status

THPP-NMD Monthly Report

Month of

Provider	SPA	Los Angeles County						Out of County (g)	Opening (vacancy) (a-f-g)	Total Served (b+c)
		Licensing Capacity	Number of Beds (a)	Active (Month Begin) (b)	New Entry (c)	Transfer (d)	Exited (e)			
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Staff Signature

Print Name and Title

Date _____

THPP-NMD Monthly Report

Agency

Month of

Demographic Information	Active (Month Begin)	New Entry	Transfer	Exited	Total Served	Demographic Information	Active (Month Begin)	New Entry	Transfer	Exited	Total Served
Participation Activity/ Condition (SOC161 Primary)	Completing HSD or GED					Gender					
	Enrolled College/Vocational						Female				
	Work at least 80 hrs/month						Gender Queer/Gender Non-Binary				
	Remove Employmnt Barriers						Male				
	Documented Med. Condition						Transgender Female				
	DCFS						Transgender Male				
Referral Department	Probation					Sexual Orientation	Not Listed				
	Planned	N/A			N/A		Unsure				
Exit Type	Unplanned	N/A			N/A		Declines to State				
	SILP	N/A			N/A		Did Not Ask				
Exit Destination	Transition in Place	N/A			N/A		Asexual				
	Own Housing	N/A			N/A		Bisexual				
	College Dorm	N/A			N/A		Gay				
	Another THPP-NMD	N/A			N/A		Lesbian				
	THP+	N/A			N/A		Pansexual				
	THP	N/A			N/A		Straight or Heterosexual				
	Incarcerated	N/A			N/A		Declines to State				
	Alcohol/Drug Treatment	N/A			N/A		Not Listed				
	Psychiatric Hospital	N/A			N/A		Unable to Determine				
	Homeless	N/A			N/A	Ethnicity	American Indian/Alaska				
Family Planning	Family	N/A			N/A		Asian				
	Unknown	N/A			N/A		Bi-Racial/Multi-Racial				
	Other ()	N/A			N/A		Black/African American				
	Expectant Mother						Hispanic/Latin American				
	Expectant Father						Hawaiian/Pac. Islander				
	Parenting (Cusdtodial)						White/Caucasian				
							Other				

THPP-NMD Monthly Report

Exhibit A-27

Youth Age Alerts (THP+FC)		Aspiranet	Bayfront	CHAIN	D&M	FirstPlace	FirstSteps	OliveCrest	PennyLane	Renaissance	StAnne's	Walden
# of 20.5 Year Old Participants	0											
Youth Age Alerts (THPP)												
# of 17.5 Year Old Participants	0											
Serious Incident Reports (SIR)												
# of SIRs Submitted This Month	0											
# of SIRs Submitted Year-To-Date	0											
Recreational Activities												
# of Rec. Activities Offered	0											
# of Participants Attending	0											

THPP-NMD Monthly Report

Agency _____ Month of _____

Demographic Information		Active (Month Begin)	New Entry	Transfer	Exited	Total Served	Demographic Information		Active (Month Begin)	New Entry	Transfer	Exited	Total Served
	Parenting (Non-Custodial)						Education	Not Enrolled in Any Ed.					
								Enrolled in HSD/GED					
								Completed HSD/GED					
								Enrolled in 2-Yr College					
								Completed 2-Yr College					
								Enrolled in 4-Yr College					
								Completed 4-Yr College					
								Enrolled in Vocational					
								Completed Vocational					
								Employed Full-Time					
							Employment	Employed Part-Time					
								Un-Employed					
								Volunteer					
								Removing Barriers					

INSTRUCTIONS FOR COMPLETING THE AGENCY MONTHLY REPORT

Worksheet I – Capacity | Collects data per **SPA**

Licensing Capacity: Enter the licensing capacity for your agency.

Number of Beds: Enter the number of beds (occupied and/or vacant) that are in your current inventory.

Los Angeles County: *Only enter data for Los Angeles County youth*

- **Active (month begin):** Enter the number of youth who entered your program before the reporting month.
- **New Entry:** Enter the number of youth who entered your program during the reporting month.
- **Transfer:** Enter the number of youth who remained in your program but transferred SPAs during the reporting month. You will make an entry for each SPA, so at minimum there will be two entries. *This only applies to agencies with contracts for more than one SPA*
- **Exited:** Enter the number of youth who exited your program during the reporting month.
- **Active (month end):** Do not enter any information; this will automatically populate.

Out of County: Enter the number of non-Los Angeles County youth served during the reporting month, including those continuing in the program from a previous month. *This is the only area where you will include data on out of county youth.*

Opening Vacancy: Do not enter any information; this will automatically populate.

LA County Total Served: Do not enter any information; this will automatically populate.

Worksheet II - Demographic
Collects aggregate data for **Los Angeles County** youth only

Please use these instructions for completing the Demographic worksheet

Active (month begin): Enter the number of youth represented by each category who entered your program before the reporting month and remained in the program on the last day of the reporting month.

New Entry: Enter the number of youth represented by each category who entered your program during the reporting month.

Transfer: Enter the number of youth represented by each category who remained in your program but transferred SPAs during the reporting month. *This only applies to agencies with contracts for more than one SPA*

Exited: Enter the number of youth represented by each category who exited your program during the reporting month.

Total Served: Do not enter any information; this will automatically populate.

Participation Activity/Condition: Enter the total number of youth who met the specified AB 12/NMD SOC 161 **primary** participation activity/condition. If the youth did more than one activity or had a combined activity, report the one that s/he did 51% of the time. *Select only one category per youth*

By Referral Department: Indicate the number of youth referred by DCFS or Probation. *There is no dual supervision, so select the department that placed the youth*

Exit Destination: Enter the exit destination for each youth. *Select only one category per youth*

Exit Type:

- Planned: Enter the number of youth whose exit from the program was planned.
- Unplanned: Enter the number of youth whose exit from the program was unplanned (*This includes youth who received a notice to exit or exited in anticipation of receiving a notice to exit. Depending on the circumstances, this will include youth who were incarcerated or hospitalized and the agency issued a notice to terminate placement prior to youth being released for either setting*).

Family Planning:

- Father: Indicate the number of males who are expecting.
- Mother: Indicate the number of females who are expecting.
- Custodial: Indicate the number of parenting youth (male and female) who have their child(ren) placed with them and are receiving or eligible to receive an infant supplement.
- Non-Custodial: Indicate the number of parenting youth (male and female) who have child (ren) but they are **not** placed with them.

Sexual Orientation/Gender Identity: Indicate each Participant's both Sexual Orientation and Gender Identity. You should report based on how the youth identifies and, if the Participant did not specify, select, 'Declines to state'.

Ethnicity: Indicate the number of youth represented by the specified categories. You should report based on how the youth identifies. If the youth did not specify, use the category on the initial TILP. *Select only one category per youth*

Education: Indicate the number of youth represented by each category.

Employment: Indicate the number of youth represented by each category.

Worksheet III – Staff and Other Collects data on staff and other areas

Staffing Overview:

- Name of Staff: Enter the name of each staff person who worked for your THPP-NMD agency during the reporting month and has contact with the youth.
- Position: Enter the title of the corresponding SOW position for each staff person listed in the "name of staff" column. You may also include the title of the agency position, if applicable.
- # Of Youth on Caseload: enter the number of youth on each staff person's caseload for each program (THPP-NMD, THP+ and Other). If one or more of the programs do not apply, enter "0" (zero).
- Total caseload: Do not enter any information; this will automatically populate.
- Staff Supervise: For each staff person, enter the combined total of staff supervised for each program (THPP-NMD, THP+ and Other). If the staff person does not supervise anyone, enter "0" (zero).

Participants NOT Completing 240 Minutes of Training:

- *Name of Participant*: enter the name of each youth who did not complete at least 240 minutes (4 hours) of training during the reporting month.
- *Topic(s) Missed*: For each youth who did not complete all the required training, enter the SOW Section 9.0 title for each training topic missed.
- *Minutes Needed*: For each youth who did not complete all 240 minutes of training, enter the total number of minutes needed for each training topic missed.
- *Reason for Not Completing*: For each youth who did not complete all the required training, enter the reason why s/he did not complete at least 240 minutes of training.

Youth Age Alerts (THPP-NMD): Enter the number of youth who are 20.5 years or older.

Serious Incident Reports (SIR): Enter the number of SIRs completed via iTrack or manually during the reporting month and year-to-date.

Recreational Activities: Enter the number of recreational activities offered by the agency during the reporting month and the number of youth who attended those activities.

ATTACHMENT B

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FOR

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD)**

CMS 17-0003a



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: April 24, 2018

Revised Date: April 23, 2021

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS
(CMS 17-0003a)**

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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 a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This vision is anchored in the County's shared values of: 1) Integrity, 2) Inclusivity, 3) Compassion, and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. 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 Los Angeles County Department of Children and Family Service (DCFS) 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 (SOQs) from organizations that can provide Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) services. Contracts will be executed with all Proposers that have been determined to be qualified per this RFSQ.

- 2.1 The County of Los Angeles, Department of Children and Family Services is seeking qualified licensed Proposers to enter into contracts with the County to provide THPP-NMD services.
- 2.2 The THPP-NMD 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).
 - 2.2.1 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 assisting the participants to 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 Proposer’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-NMD Program.

PART C – INSTRUCTIONS TO PROPOSERS: Contains instructions to Proposers on 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 section 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/or Disqualification Review.

PART G – Intentionally Omitted.

PART H – Intentionally Omitted.

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

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

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

PART L – THPP-NMD PLAN OF OPERATION GUIDELINES: Contains information for unlicensed providers for the submission of the required Plan of Operation (POO) for the June 8, 2021 SOQ submission deadline; and the April 20, 2022 through May 4, 2022 and the April 20, 2023 through May 4, 2023 subsequent submission periods.

PART M – APPENDICES: Contains the appendices referenced in 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 Subsection 4.2 below. 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 Proposer which County records indicate has received this RFSQ.

4.1 Initial Period for RFSQ Release and SOQ Submission:

Agencies who are successful in completing the licensure process with the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) by the June 8, 2021 SOQ submission deadline may submit an SOQ based on the timetable below:

- Release RFSQ: on or about **April 23, 2021**
- Submission Deadline for Request for Solicitation Requirements Review: **December 30, 2019, 12:00 PM**
- Proposers' Conference: **January 8, 2020, 1:00 PM**
- Questions and Answers Released: on or about **April 23, 2021**
- Deadline for SOQ Submission: **June 8, 2021, 12:00 PM**
- Anticipated Contract Start Date: on or about **January 3, 2022**

4.2 Subsequent Periods for SOQ Submission:

Agencies who are successful in completing the licensure process with the CDSS CCLD after the June 8, 2021 SOQ submission deadline may be eligible to submit an SOQ on the Subsequent SOQ Submission Dates as follows:

April 20, 2022 through May 4, 2022
April 20, 2023 through May 4, 2023

Proposers may submit an SOQ during the subsequent submission period if: (1) they submitted an SOQ previously, but did not qualify after being considered by County; (2) they did not submit an SOQ during a previous submission period; or (3) they are successful in completing the licensure process with CDSS CCLD after the initial solicitation has closed.

4.2.1 The requirements for submitting SOQs during 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 PROPOSERS' CONFERENCE

****PROPOSER'S CONFERENCE WAS HELD ON JANUARY 8, 2020**

5.1 All questions, without identifying the submitting agency, 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, Proposers should include correct mailing address, fax number, or e-mail address, whichever is appropriate.

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
RFSQ Number: CMS 17-0003a
Attn: Raul Ibarra, Contract Analyst
425 Shatto Place, Room 400
Los Angeles, California 90020
Email: ibarr@dcfs.lacounty.gov

- 5.3 All Proposers are specifically directed not to contact any other County personnel regarding this RFSQ. If it is discovered that a Proposer 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 PROPOSER

Interested and qualified licensed Proposers that meet the Minimum Requirements as outlined below are invited to submit an SOQ by the deadline. The minimum requirements for prospective THPP-NMD providers to contract with County include all of the following:

- 6.1 Proposer must have a minimum of two years of experience, within the last four years as a Transitional Housing provider or two 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 J, THPP-NMD Statement of Work.
- 6.2 Proposer shall submit and maintain a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate a Transitional Housing Placement Program for Non-Minor Dependents services (or Transitional Housing Placement Plus Foster Care) in Los Angeles County; the facility address on the license must be within Los Angeles County.
- 6.3 Proposer shall submit and maintain a CDSS THPP-NMD Rate Notification Letter from CDSS Foster Care Rates Bureau.

Proposers who have received a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate a Transitional Housing Placement Program for Non-Minor Dependents (or Transitional Housing Placement Plus Foster Care) services in Los Angeles County, but have not

received a Rate Letter, may submit a copy of the SOC 179 Rate Application signed by the organization's Executive Director and submitted to CDSS.

- 6.4 Proposer shall submit a non-profit determination letter from the Internal Revenue Service.
- 6.5 Proposer shall submit a non-profit determination letter from the State of California Franchise Tax Board.
- 6.6 Proposer shall submit a current **certified** Statement of Information from the California Secretary of State with a red or blue stamp at the back.
- 6.7 Proposer shall submit a Certificate of Status from the California Secretary of State.
- 6.8 Proposer 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 Proposer shall not have been in a "Do-Not-Refer" or "Do-Not-Use" status, as defined in Attachment M, 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.
- 6.10 Licensed proposers shall submit a Plan of Operation, which must be approved by DCFS.
- 6.11 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

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 I, THPP-NMD Sample Contract, Unique Terms and Conditions, Section 2.0, Definitions.

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. In addition to the

three years, County may extend the Contract up to an additional six months if necessary to complete a solicitation or negotiation of a new contract. The Contract is scheduled to commence on or about January 3, 2022, 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-NMD contract does not guarantee placements.**

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

9.0 PAYMENT STRUCTURE

- 9.1 **THPP-NMD** – County shall pay Contractor for each Placed Child the monthly THPP-NMD Rates established by the CDSS Foster Care Funding and Rates Bureau. Currently, the monthly rate per THPP-NMD Participant is \$3,603 (Remote Scattered Site), \$3,603 (Single Staffed Site) and \$2,867 (Host Family). Payment to Contractors shall be pro-rated for partial month THPP-NMD payments.
- 9.2 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 Program for Non-Minor Dependents 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 I, Sample Contract. 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 Contracts. Proposer is encouraged to have the Sample Contract reviewed by their own legal counsel.

- 10.1 Several of the documents in Part D, Required Forms/Submission Packet and Part K, Exhibits/Attachments to Sample Contracts, may become exhibits/attachments to the final contract.
- 10.2 Submission of an SOQ shall constitute acknowledgment of and acceptance of all of the terms and conditions in this RFSQ and the attached Sample Contracts, 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 Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subsection 1.3 below. Additionally, any actual Proposer 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 Proposer 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 Proposer 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 provide otherwise, 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

****SOLICITATION REQUIREMENTS REVIEW COMPLETED**

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 Proposer in writing.
- 3.2 Upon receipt of the written determination of non-responsiveness, the Proposer 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 Proposer;

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. Proposer 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 Proposer, 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 Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer 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 Proposer Notification to County

A Proposer 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 Proposer'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 Proposers.
- 5.5 The County has the right to cancel this RFSQ without awarding any contracts.

6.0 CONTACT WITH COUNTY PERSONNEL

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
RFSQ Number: CMS 17-0003a
Attn: Raul Ibarra, Contract Analyst
425 Shatto Place, Room 400
Los Angeles, California 90020
Email: ibarr@dcfs.lacounty.gov

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

7.0 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.

8.0 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 Proposer in connection with preparation and submission 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.

9.0 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 DCFS Director's sole judgment and his/her judgment shall be final.

10.0 VENDOR DEBARMENT

- 10.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor 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 Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor 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 Vendor'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.
- 10.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 10.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor'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 Vendor should be debarred, and, if so, the appropriate length of time of the debarment.

The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 10.4 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.
- 10.5 If a Vendor has been debarred for a period longer than five years, that Vendor 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 Vendor 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.
- 10.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor 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.
- 10.7 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.
- 10.8 Part M, Appendix A provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

11.0 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

- 11.1 Responses to this solicitation shall become the exclusive property of the County. At such time as when the Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQs submitted in response to this RFSQ, become a matter of public

record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

- 11.2 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 Proposer must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or Proprietary" in nature.**

12.0 MANDATORY REQUIREMENT TO REGISTER ON 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://camisvr.co.la.ca.us/webven/>.

13.0 COUNTY'S QUALITY ASSURANCE PLAN

After Contract award, the County or its agent will evaluate the Contractor's performance under the Contract on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work, Part J. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract 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 in whole or in part, or impose other penalties as specified in the Contract.

14.0 INDEMNIFICATION AND INSURANCE

Tentatively selected Proposers shall be required to comply with the indemnification provisions contained in Part I, Sample Contract, Unique Terms and Conditions, Section 6.0. The tentatively selected Proposer 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 I, Sample Contract, Unique Terms and Conditions, Section 7.0, prior to receiving a start work notice.

15.0 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

16.0 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, prior to beginning and continuing work under any resulting Contract (see Part I, Sample Contract, Unique Terms and Conditions, Section 9.0, Background and Security Investigations). The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the Contractor's staffs pass or fail the background and criminal clearance investigations.

17.0 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

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

18.0 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 or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Form 4, Certification of No Conflict of Interest, in Part D, Required Forms/Submission Packet.

19.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Proposer 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, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposer who is unable to meet this requirement shall not be considered for contract award. Proposer shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part D, Required Forms/Submission Packet, Form 7, along with their SOQ.

20.0 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 I, Sample Contract, Section 30.0.

21.0 FEDERAL EARNED INCOME CREDIT

The Contractor shall 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 found in Part K, Exhibits/Attachments to Sample Contract, Attachment F.

22.0 JURY SERVICE PROGRAM

The Proposer is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Proposers should carefully read the Jury Service Ordinance, Attachment G of Part K, Required Forms/Submission Packet, and the pertinent jury service provisions of Part I, Sample Contract, Standard Terms and Conditions, 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. SOQ that fails to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

22.1 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.

22.2 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 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 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; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 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.

- 22.3 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 17, Part D, Required Forms/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.

23.0 PROPOSER'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Proposer 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).

24.0 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

- 24.1 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.
- 24.2 All Proposers must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Form 16 as set forth in Part D, Required Forms/Submission Packet. A completed Form 16 is a required part of any agreement with the County.
- 24.3 Form 16, Proposers 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

24.4 Prospective County contractors that do not complete Form 16 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).

25.0 NOTICE TO PROPOSERS 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 Proposer 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 Proposer 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 with the County Lobbyist Ordinance Certification, as set forth in Statement of Qualifications Submission Packet, Form 5 of Part D, as part of their SOQ.

26.0 RECYCLED BOND PAPER

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Part I, Sample Contract, Section 47.0.

27.0 INTENTIONALLY OMITTED

28.0 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

The Vendor shall notify the County of any pending acquisitions/mergers of their company, unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to

the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Vendor on Form 1, Proposer's Organization Questionnaire/Affidavit in Part D, Required Forms/Submission Packet. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

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). Proposers should carefully read Part K, Attachment O, Certificate of Compliance with the County's Defaulted Property Tax Reduction Program, and the pertinent provisions of Part I, Sample Contract, Subsections 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.

Proposers 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 Form 18, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, in Part D, Required Forms/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-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

31.0 TIME-OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

32.0 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero

tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendors are required to complete Form 21, Zero Tolerance Policy on Human Trafficking Certification, in Part D, Required Forms/Submission Packet, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 61.0, Compliance with County's Zero Tolerance Policy on Human Trafficking, of Part I, Sample Contract. Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

33.0 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 33.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 33.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 33.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 33.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

34.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Form 23 (Compliance with Fair Chance Employment Hiring Practices Certification) in Part D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in Sample Contract. Further,

contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

35.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

PART C – INSTRUCTIONS TO PROPOSERS

1.0 LANGUAGE

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

2.0 PROPOSAL PACKAGE FORMATTING REQUIREMENTS

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

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

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

- SOQs and Plans of Operation shall be typed single sided using a 12-point Arial font.
- A complete original SOQ and two copies must be submitted for each Service Planning Area (SPA) the Proposer is applying to serve.
- Two copies of the Proposer's Plan of Operation must accompany each SOQ submission.
- One complete original SOQ and **two** copies must be typed on 8-1/2" x 11" white bond paper.
- The original 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 binder covers of the original SOQ and copies must state the title of the RFSQ, RFSQ 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 Sample Contract is provided as Part I for your information and review. Proposers shall **NOT** complete or submit a 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 Proposer must provide evidence that it is a responsible Contractor and can finance and provide the services required under the proposed contract. Proposer shall include all required forms, documents and attachments/exhibits with its sealed SOQ (RFSQ has the required forms in Part D, Required Forms/Submission Packet). 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 the Proposer 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 Proposer's name as indicated in Part D, Form 1 of the RFSQ;
- A brief introduction of the Proposer and its organization;
- A brief summary of the experience of the Proposer;
- An explanation as to how the Proposer meets or exceeds the requirements set forth in Part A, Overview, Section 6.0, Minimum Mandatory Requirements to Qualify as a Proposer;
- The transmittal letter must bear the signatures of the two individuals authorized to sign on behalf of the Proposer (name, title, and signature) and bind the applicant in a Contract. Both persons signing this form shall be recognized as the Proposer's contact for any communication between the County and the Proposer; and
- Proposer's legal name, address, telephone and facsimile numbers and the number of years Proposer 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 Proposer's Organization Questionnaire/Affidavit (Form 1)

The Proposer's Organization Questionnaire/Affidavit, Form 1, requires that specific information be provided so that County can determine the legal name, status, and compliance of all Minimum Qualifications of Proposer's organization. See Part A, Overview, Section 6.0, Minimum Mandatory Requirements to Qualify as a Proposer.

2.4.1.4 Service Delivery Sites (Form 2)

Proposer shall submit Form 2 for THPP-NMD Service Delivery Sites. The Proposer's office locations and each facility site location that the Proposer will be using for this SOQ shall be listed. The legal corporation name for the agency's administrative office shall be written on the forms.

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 the Proposer 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)

Proposer must certify that Proposer 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)

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

2.4.1.8 Certification of Ownership and Financial Interest (Form 6)

Proposer must complete this form, which declares Proposer's controlling and/or financial interest in any other business or organization, as well as controlling interest by any other person or organization in Proposer's organization.

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

Proposer must complete and submit this form with its SOQ.

2.4.1.10 Certification of Fiscal Compliance (Form 8)

Proposer must complete this form certifying compliance with accepted accounting procedures

2.4.1.11 List of Proposer's Commitments (Form 9)

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

2.4.1.12 Proposer References (Form 10)

The listing must include five references where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

2.4.1.13 Proposer List of Contracts (Form 11)

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.

2.4.1.14 Proposer List of Terminated Contracts (Form 12)

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 Proposer to complete a contract.

2.4.1.15 Involvement in Litigation and/or Contract Compliance Difficulties (Form 13)

Proposer 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 Proposer is involved,

or judgments against Proposer within the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or its principals. If none, include a statement to that effect.

2.4.1.16 Offer to Perform and Acceptance of all Terms and Conditions (Form 14)

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

2.4.1.17 Contractor's Equal Employment Opportunity (EEO) Certification (Form 15)

Proposer must comply with EEO laws, regulations and policies. Complete Form 15 and submit with SOQ.

2.4.1.18 Charitable Contributions Certification (Form 16)

The Proposer who is registered as a 501(c)(3) nonprofit corporation with the IRS shall complete and submit Form 16. Proposer shall state its charitable contribution status per the Nonprofit Integrity Act.

2.4.1.19 Jury Service Program and Application for Exception and Certification (Form 17)

Proposer must complete and submit Form 17 with SOQ. If Proposer is requesting an exception from this program, submit all necessary documents to support the request.

2.4.1.20 Certification of Compliance with the County's Defaulted Property Tax Reduction Program (Form 18)

Proposer must complete, date, and sign this form and submit Form 18 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.

2.4.1.21 Certification of Compliance with Child, Spousal, and Family Support Orders (Form 19)

Proposer must complete, date, and sign this form and submit Form 19 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.

2.4.1.22 Certificate of Compliance with all Federal and State Employment Reporting Requirements (Form 20)

Proposer must complete, date, and sign this form and submit Form 20 with SOQ.

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

2.4.1.23 Zero Tolerance Policy on Human Trafficking Certification (Form 21)

Proposers are required to complete Form 21 (Zero Tolerance Policy on Human Trafficking Certification) in Part D, Required Forms/Submission Packet, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Section 61.0, Compliance with County's Zero Tolerance Human Trafficking Policy, of Part I, Sample Contract. Further, proposers are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

2.4.1.24 Proposer's Compliance with Encryption Requirements (Form 22)

Protection of Electronic County personal information (PI), protected health information (PHI), and medical information (MI) – Data Encryption Standard

The prospective contract is subject to the encryption requirements set forth below (collectively, the "Encryption Standards"). Proposers shall become familiar with the Encryption Standards below and the pertinent provisions of Part I, Sample Contract, Section 62.0, Data Encryption, both of which are incorporated by reference into and made a part of this solicitation.

Proposers shall be required to complete Form 22 in Part D, Required Forms/Submission Packet, providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Proposers that fail to comply with the certification requirements

of this provision will be considered non-responsive and excluded from further consideration.

Proposer's use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be disclosed by Proposers in the Form and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the Proposer to additional encryption requirements for such remote servers.

Encryption Standards

Stored Data

Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:

- a) Federal Information Processing Standard Publication (FIPS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3);
- c) NIST Special Publication 800-57 Recommendation for Key Management — Part 2. Best Practices for Key Management Organization; and
- d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with:

- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) NIST Special Publication 800-57 Recommendation for Key Management — Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

2.4.1.25 Compliance with Fair Chance Employment Hiring Practices (Form 23)

Proposer must complete, date, and sign this form and submit Form 23 with the SOQ.

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

Section B – Budget

2.4.1.26 Line Item Budget (Exhibit A-3)

2.4.1.26.1 Proposer 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 Proposer.

2.4.1.26.2 It is the Proposer'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.

2.4.1.26.3 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 Proposer.

2.4.2 Section C – Required Forms/Attachments.

Proposer must submit the completed Forms/Attachments listed below. The completed forms and/or attachments will be made a part of the contract with selected Proposers.

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

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

2.4.2.2 Contractor's Administration (Attachment I)

Proposer must complete, date and sign this form and place it as second form in Section C of the SOQ.

- 2.4.2.3 Proposer's Articles of Incorporation with any and all addenda.
- 2.4.2.4 Certified copy of Proposer's current Statement of Information from the California Secretary of State that includes a red or blue stamp
- 2.4.2.5 Nonprofit corporations must also submit the following. Proposer's name and address shall match the name and address on the Proposer's IRS and FTB non-profit determination letters.
- 2.4.2.5.1 Exempt Organization Determination Letter from the Internal Revenue Service (IRS) indicating recognition of Proposer's tax-exempt status (non-profit corporation) under Section 501(c)(3) of the Tax Code;
- 2.4.2.5.2 Determination of Exemption Letter from the State of California Franchise Tax Board (FTB) indicating recognition of Proposer's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701; and
- 2.4.2.6 Audited Financial Statements and Single Audit Reports
- Proposer shall provide copies of its most recent and complete Audited Financial Statements or Single Audit reports available for the last two 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.
- 2.4.2.7 Proof of Insurability
- 2.4.2.7.1 Proposer must provide "Proof of Insurability", indicating that it meets all insurance requirements set forth in Part I, Sample Contract, Subsection 7.1, General Insurance Requirements and Subsection 7.15, Insurance Coverage Requirements.
- 2.4.2.7.2 If Proposer 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, Proposer will be contacted to provide a certificate of insurance naming this program service.

2.4.2.7.3 If Proposer 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 Proposer the required coverage should it be selected to receive a Contract award. In conjunction with the letter of certification, Proposer shall provide, upon County's request, copies of Proposer's current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.

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

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

2.4.2.8 Proposer's current policy for receiving, investigating and responding to user complaints

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

2.4.2.9 Board of Directors' Resolution

Proposer shall submit a signed Board of Directors' Resolution. See Part D, Required Forms/Submission Packet. The Board of Directors' Resolution must be on the Proposer's letterhead.

2.4.2.10 Proposer's Organizational Chart

Proposer shall submit an organizational chart with names of employees that is inclusive of executives, Proposer's Program Manager, and staff anticipated to work on this contract. Proposer shall include copies of job descriptions and resumes for each staff position anticipated to work under the Contract. In addition, Proposer shall attach copies of all supporting documents (e.g., Licenses, Degrees, and Diplomas, etc.).

2.4.2.11 CDSS Rate Notification Letter

Proposer shall submit their organization's Rate Notification Letter from CDSS.

2.4.2.12 County Certification Letter

Proposer shall submit a copy of the Certification Letter for their organization's THPP-NMD program, issued by a county in California.

2.4.2.13 CDSS CCLD License

Proposer shall submit a copy of their organization's CDSS CCLD license to operate a Transitional Housing Placement Program for Non-Minor Dependents (or THP+FC) services in Los Angeles County.

2.4.3 Section D – Last Page of SOQ

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

3.0 SOQ SUBMISSION – PROPOSAL 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.

Note: In case the building is still closed to the public due to the pandemic by May 25, 2021, instructions will be provided for delivery of proposals in the lower level parking lot of the building. Please check the DCFS website for such instructions at <http://contracts.dcfs.lacounty.gov/>.

- 3.1 The closing date and time for SOQ submission is **12:00 PM on June 8, 2021**. It is the sole responsibility of the Proposer to ensure that its SOQ is received before the submission deadline. Proposer 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.
- 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 Proposer and bear the words:

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS" SERVICES REFERENCE NO.
(Indicate SPA number submitting for)**

3.4 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 Proposer.

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

Attn: THPP-NMD RFSQ Administrator
County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, California 90020

3.6 Proposer 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 Proposer's qualifications to perform the required service.

3.7 Proposer must respond only to the RFSQ as it is written including any written addenda discussed in Part B, Subsection 5.2 above. Proposer 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 submission rejection.

3.8 Any change to this RFSQ will be made by written addendum, which will be sent to each Proposer 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), an 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 cause for deductions.

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

4.3 Proposer 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 – REQUIRED FORMS/SUBMISSION PACKET

PART D – REQUIRED FORMS/SUBMISSION PACKET

Section A - Proposer Qualifications	
	Transmittal Letter
	Table of Contents
Form 1	Proposer's Organization Questionnaire/Affidavit
Form 2	THPP-NMD 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	Proposer References
Form 11	Proposer List of Contracts
Form 12	Proposer List of Terminated Contracts
Form 13	Contractor's Involvement in Litigation and/or Contract Compliance Difficulties
Form 14	Offer to Perform and Acceptance of Terms and Conditions
Form 15	Contractor's Equal Employment Opportunity (EEO) Certification
Form 16	Charitable Contributions Certification
Form 17	Contractor Employee Jury Service Program Certification Form and Application for Exception
Form 18	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Form 19	Contractor's Certification of Compliance with Child, Spousal and Family Support
Form 20	Contractor's Certificate of Compliance with all Federal and State Employment Reporting Requirements
Form 21	Zero Tolerance Policy on Human Trafficking Certification
Form 22	Proposer's Compliance with Encryption Requirements
Form 23	Compliance with Fair Chance Employment Hiring Practices Certification

Section B - Budget	
Exhibit A-3	Line Item Budget
Exhibit A-3	Budget Narrative
Section C – Required Exhibits/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 Directors' Resolution
	Organizational Chart
	CDSS Rate Notification Letter
	County Certification Letter
	CDSS CCLD License to operate a Transitional Housing Placement Program and to provide Transitional Housing Placement Program for Non-Minor Dependents services in Los Angeles County
Section D – Last Page of SOQ	
	Last Page of SOQ

Section A

PROPOSER'S QUALIFICATIONS AND REQUIRED FORMS

PROPOSER'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.

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** Subsection 6.1 Two (2) years' experience, within the last four (4) years as Transitional Housing provider or two (2) 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 services identified in THPP-NMD SOW.
- ☐ **Yes** ☐ **No** Subsection 6.2 Submitted CDSS CCLD license to operate a THPP-NMD
- ☐ **Yes** ☐ **No** Subsection 6.3 Rate Notification Letter from CDSS Foster Care Rates Bureau THPP-NMD
- ☐ **Yes** ☐ **No** Subsection 6.4 Submitted Non-profit determination letter from Internal Revenue Service
- ☐ **Yes** ☐ **No** Subsection 6.5 Submitted Non-profit determination letter from Franchise Tax Board
- ☐ **Yes** ☐ **No** Subsection 6.6 Submitted Certified Statement of Information from Secretary of State with a red or blue stamp at the back
- ☐ **Yes** ☐ **No** Subsection 6.7 Submitted Certificate of Status from Secretary of State
- ☐ **Yes** ☐ **No** Subsection 6.8 Proposer 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** Subsection 6.9 Proposer 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.
- ☐ **Yes** ☐ **No** Subsection 6.10 Submitted a Plan of Operation
- ☐ **Yes** ☐ **No** Subsection 6.11 Has vendor's compliance with a County contract been reviewed by the County of Los Angeles Auditor Controller's department within the last 10 years? If yes, answer 6.11a

Subsection 6.11a Does vendor have unresolved questioned cost that:

- ☐ **Yes** ☐ **No** a. Are in an amount that exceeds \$100,00; and
- ☐ **Yes** ☐ **No** b. Are confirmed to be disallowed cost by the contracting County department; and

☐ **Yes** ☐ **No** **c.**

Remain unpaid for six months or more from the date of disallowance?
(unless such disallowed cost are the subject of current good faith
negotiations to resolve the disallowed cost in the opinion of the County).

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 FOR NON-MINOR DEPENDENTS (THPP-NMD)****THPP-NMD (AGENCY)**

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

THPP-NMD 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 number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months came within the provisions of number 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 number 3 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

Proposer 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

Proposer 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, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements 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 Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

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 three (3) 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 _____

PROPOSER REFERENCES

Contractor's Name: _____

List five (5) references where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

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.

PROPOSER 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.

PROPOSER 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 Proposer 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 Proposer 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 Proposer's business as a Transitional Housing provider? | YES [] | NO [] |
| c. | Are any of the Proposer's staff members unable to be bonded? | YES [] | NO [] |
| d. | Have there been unfavorable rulings by any Government funding source against the Proposer for improper activities/conduct or contract compliance deficiencies? | YES [] | NO [] |
| e. | Has the Proposer or any members of its Board of Directors or employees ever had public or foundation funds withheld? | YES [] | NO [] |
| f. | Has the Proposer 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 Proposer 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 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

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)

**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:

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: _____

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

_____ do hereby certify that our
(Name of Proposer)

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

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

_____ do hereby certify that our
(Name of Proposer)

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

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

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

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 61.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

PROPOSER'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Proposer shall provide information about its encryption practices by completing this Attachment. By submitting this Attachment, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy No. 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation Reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? * cloud storage, Software-as-a-Service or SaaS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Proposer Name

 Proposer Official Title

 Official's Signature

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

Section B

Line Item Budget and Narrative

SAMPLE LINE ITEM BUDGET SHEET

Contractor's
Name: _____

Service Category: _____ Date Prepared: _____

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			

Total Salaries and Wages \$ _____

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____

Total Benefits \$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Payroll Taxes \$ _____

Insurance (List Type/Coverage. See Part I, Subsection 6.11, of the Contract)

_____	\$ _____
_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____

Total Insurance/Misc. S & S \$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

PROFIT (Please enter percentage: _____%) \$ _____

TOTAL MONTHLY COSTS \$ _____

** Attach a List of Cost Item Narratives

RFSQ - Part D

Required Forms/Submission Packet

Revised 02/12/21

Section C

Required Exhibits/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 Proposer in a Contract:

Respectfully submitted,

(Proposer'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 Proposer's minimum qualifications as set forth in Part A, Overview, Section 6:0, Minimum Mandatory Requirements to Qualify as a Proposer; 2) Required Forms/Documents, all forms and documents listed in Part D, Required Forms/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 Proposers.

2.0 MINIMUM QUALIFICATIONS REVIEW

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

2.1 The minimum qualifications for prospective Transitional Housing Placement Program for Non-Minor Dependents providers to contract with County include **all** of the following:

2.1.1 A Proposer must have a minimum of two years of experience within the last four years as a Transitional Housing provider or two years' experience providing Case Management services to transition-aged youth (Foster/Probation Youth) described in Part J, Statement of Work, Section 7.0, Target Populations. Experience shall include the provision of educational and employment support services to youth equivalent or similar to the services identified in SOW.

2.1.2 Proposer shall submit and maintain a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate a Transitional Housing Placement Program for Non-Minor Dependents.

2.1.3 Proposer shall submit and maintain a CDSS THPP-NMD Rate Notification Letter from CDSS Foster Care Rates Bureau.

2.1.4 Proposer shall submit a non-profit determination letter from the Internal Revenue Service.

2.1.5 Proposer shall submit a non-profit determination letter from the State of California Franchise Tax Board.

- 2.1.6 Proposer shall submit a current **certified** Statement of Information from the California Secretary of State.
- 2.1.7 Proposer shall submit a Certificate of Status from the California Secretary of State.
- 2.1.8 Proposer shall have been in “Good Standing” with the County of Los Angeles Department of Children and Family Services (DCFS), the County of Los Angeles Probation Department (Probation), any other County of Los Angeles departments, CDSS CCLD, and other counties within the State of California for the past twenty-four months.
- 2.1.9 Proposer 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 departments, CDSS CCLD, or any other counties within the State of California.
- 2.1.10 Proposer shall submit a Plan of Operation, which should be approved by County.
- 2.1.11 If Vendor’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

3.0 DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY

3.1 Determination of Proposer Responsiveness and Responsibility

- 3.1.1 Pursuant to Section 23-601.25 of the California Department of Social Services (CDSS) Manual of Policies and Procedures, a “Responsive Proposer” means one whose SOQ complies with all requirements of this RFSQ.s
- 3.1.2 County will review and evaluate each SOQ to determine if the Proposer complies with the requirements of this RFSQ. Any Proposer 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 Proposer 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 Proposer Responsibility

- 3.2.1 A responsible Vendor is a Vendor 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 Vendors.
- 3.2.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 3.2.3 The County may declare a Vendor to be non-responsible for purposes of this solicitation if the Board of Supervisors, in its discretion, finds that the Vendor 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 Vendor'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 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.
- 3.2.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 3.2.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.

3.2.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

4.0 SOQ EVALUATION

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

4.1.1 Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in their SOQ.

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

4.1.3 A Review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Part C, Section 2.4.1.15 of the SOQ.

4.2 The review may include current and prior contract compliance problems including, but not limited to, "Do-Not-Refer" and/or "Do-Not-Use" status, a review of the documents submitted (licenses, letters of support, etc.), a review of terminated contracts, and a review to determine the magnitude of any pending litigation or judgments against Proposer.

4.3 Financial Capability

County staff will review the audited financial statements submitted in Section C of the SOQ to determine the financial capability of the Proposer. Evaluation may include the use of financial ratios for aiding in the determination of financial health.

4.4 Required Forms

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

5.0 NOTIFICATION OF AWARD

5.1 Proposer will be notified in writing of the tentative selection.

5.2 The winning Proposer shall be prepared to enter into a contract with the County, which will be substantially the same as the applicable Sample Contract, Statement of Work, Exhibits, and Attachments included in this RFSQ.

- 5.2.1 Notwithstanding the above, County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, that do not affect the basis of the contract award.
- 5.3 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 5.4 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the Proposer(s), which by law must exercise its judgment and discretion concerning the selection of SOQs and the terms of any resultant Contract.

6.0 FORMAL APPROVAL OF CONTRACT

- 6.1 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 an SOQ and the terms of any resultant contract, and to determine which SOQ(s) best serve(s) the interests of the County.
- 6.2 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.
- 6.3 Acceptance or recommendation of an 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.

7.0 SELECTION PROCESS DISCLAIMER

- 7.1 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.
- 7.2 County reserves the right to waive, at its sole discretion, any inconsequential disparity or disparities in a submitted SOQ.
- 7.3 The failure of a Proposer 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 disadvantaged 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
INTENTIONALLY OMITTED

PART H
INTENTIONALLY OMITTED

PART I – THPP-NMD SAMPLE CONTRACT

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD) SERVICES CONTRACT
SPA ____**

**BY AND BETWEEN
COUNTY OF LOS ANGELES**



AND

[Contractor Name]

CONTRACT NUMBER _____

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

AND

Probation Department
Central Placement Office
1605 Eastlake Avenue, Room 509B
Los Angeles, California 90033

[Contract Start Date]

Assistance Listing Number 93.658

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND PROBATION DEPARTMENT
TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD) SERVICES CONTRACT**

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Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Service Notice 1015
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**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND PROBATION DEPARTMENT
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR
NON-MINOR DEPENDENTS (THPP-NMD) SERVICES CONTRACT**

Transitional Housing Placement Program for Non-Minor Dependents Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this _____ day of _____, 2021, 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 for Non-Minor Dependents (THPP-NMD) 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 for Non-Minor Dependents in each county, including Los Angeles County, under Assistance Listing Number(s) 93.658; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise, and personnel necessary to provide such services, and understands for purposes of this contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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, C, D, E, F, G, and B, Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, and U, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, section, and subsection 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, C, D, E, F, G, and B, 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-NMD provider.
- 2.3 **Bathroom** – means a private room with a door, located within a THPP-NMD 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-NMD Participants that CONTRACTOR is required to provide on the State required Budget Form in the agency's Program Statement.
- 2.5 **CalJOBS** – 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 or probation.
- 2.8 **Certified Employee** – means an employee or volunteer certified by a licensed THPP-NMD 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-NMD Participants when performing such activities as providing direct supervision, counseling, support and services to THPP-NMD Participant to meet the goals of each Participant's Transitional Independent Living Plan (TILP).
- 2.9 **Chief Probation Officer (CPO)** – The County's Chief Probation Officer or successor.
- 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-NMD Participant's case plan, case plan updates, TILP and various other responsibilities regarding the THPP-NMD 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-NMD 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, and the Probation Department.
- 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-NMD 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-NMD 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 **Intentionally Omitted.**
- 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 THPP-NMD facility including administrative functions and the operation of the THPP-NMD 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 THPP-NMD 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 THPP-NMD 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 THPP-NMD.
- 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 in 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 Participant.
- 2.41 **Intentionally Omitted.**
- 2.42 **Probation** – means COUNTY's Probation Department.
- 2.43 **Program** – means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.44 **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.

- 2.45 **Remote Site Model (Also known as Scattered Site)** – means a single housing unit where the THPP-NMD Participant lives independently and where licensee staff do not live in the same building as the participant.
- 2.46 **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.
- 2.47 **Single Site (Also known as Staffed Site)** – means a placement where the THPP-NMD 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.
- 2.48 **State** – means the government of California.
- 2.49 **Technical Review** – means a COUNTY evaluation of a CONTRACTOR'S THPP-NMD program to ensure effective implementation and Contract compliance.
- 2.50 **Intentionally Omitted.**
- 2.51 **Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD)** – 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 [Program previously named Transitional Housing Program Plus Foster Care (THP+FC)].
- 2.52 **THPP-NMD 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-NMD Participant.
- 2.53 **Transitional Housing Placement Program for Non-Minor Dependents Participant** – means a foster or probation youth placed in a THPP-NMD Unit who also may be referred to as “Participant.”
- 2.54 **Transitional Housing Placement Program for Non-Minor Dependents Staff Residential Unit (THPP-NMD 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).

- 2.55 **Transitional Housing Placement Program for Non-Minor Dependents Unit** – means the residence where the THPP-NMD Participant(s) resides, and may also be referred to as “Unit.”
- 2.56 **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 for Non-Minor Dependents 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 _____, 20__, or the date of execution by the Director of Children and Family Services and the Chief Probation Officer, whichever is later, and shall expire on _____, 20__, or one year after the date of execution, 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 and Chief Probation Officer, by written notice to the CONTRACTOR, provided that approval of County Counsel 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 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 months beyond _____, 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 THPP-NMD 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 placed Non-Minor Dependent (NMD), at the Transitional Housing Placement Program for Non-Minor Dependents 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 D, 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 D, Line Item Budget.
- 5.7 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**
- 5.7.1 The COUNTY, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The CONTRACTOR shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 INDEMNIFICATION

- 6.1 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.

7.0 INSURANCE REQUIREMENTS

7.1 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 Subsections 7.1 and 7.15 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.

- 7.1.1 Evidence of Coverage and Notice to COUNTY: Certificates of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of the Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status, 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 or Subcontractor 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 Division
Attention: THPP-NMD 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 Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

- 7.2 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, Professional Liability, and Sexual Conduct Liability policies 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.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 Subcontractor Insurance Coverage Requirements: CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for

verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.

- 7.9 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.
- 7.10 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 years following Contract expiration, termination or cancellation.
- 7.11 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.
- 7.12 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.
- 7.13 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.
- 7.14 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.
- 7.15 Insurance Coverage Requirements:

7.15.1 **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

7.15.2 **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.

7.15.3 **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 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.

7.15.4 **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.

7.15.5 **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 years following this Agreement's expiration, termination or cancellation.

8.0 INVOICES AND PAYMENTS

- 8.1 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.
- 8.2 CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) THPP-NMD rates, or for a Vendor contracted 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 NMD the monthly Transitional Housing Placement Plus Foster Care Rates established by the CDSS Foster Care Funding and Rates Bureau.
- 8.3 The monthly rate is the current rate established by the CDSS Foster Care Funding and Rates Bureau for THPP-NMD Participants.
- 8.4 CONTRACTOR shall complete and submit vouchers in arrears for services rendered in the previous month. All vouchers shall be received within five 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

- 8.5 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) 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>.
- 8.6 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.
- 8.7 CONTRACTOR agrees placement lasting less than a full month shall be prorated. Placement shall commence the Day the NMD is placed with

CONTRACTOR and terminate the day before the Placed NMD is removed. When CONTRACTOR agrees to hold a bed open for a Placed NMD, CONTRACTOR shall document COUNTY Worker's agreement to pay for the open bed in the Placed NMD'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 Days. Probation will not pay for an open bed for a period in excess of three Days.

- 8.8 Should CONTRACTOR, after having a THPP-NMD 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-NMD participant shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.
- 8.9 CONTRACTOR shall notify COUNTY, within thirty 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, or emailing it to PRU@DCFS.LACOUNTY.GOV. 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.
- 8.10 COUNTY will resolve payment discrepancies within thirty 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.
- 8.11 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 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 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

8.12 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 Days of the receipt of any payment that is incorrect.

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

8.12.2 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 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-NMD Program Manager
3530 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90010

8.12.3 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

8.12.4 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 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 calendar days.

- 8.13 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.
- 8.14 CONTRACTOR agrees that when a sustained overpayment, as defined in WIC 11466.22 is identified, CONTRACTOR shall repay the amount of the overpayment including interest in accordance with WIC 11466 et seq.
- 8.15 Intentionally Left Blank
- 8.16 In the event COUNTY discovers that an Overpayment has been made to CONTRACTOR, which is a payment on behalf of a child to which CONTRACTOR was not entitled, as governed by MPP 45-304 through 45-306, during the contract term or discovered within five 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.
 - 8.16.1 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).
 - 8.16.2 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 or State Fair Hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have thirty Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.
 - 8.16.3 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 foregoing an informal hearing, must request the State Fair Hearing within ninety

Days from the date COUNTY mailed the State Form Notice of Action 1261.

8.16.4 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety 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.

8.16.5 In matters involving Overpayments, governed by MPP 45-304 through 45-306, and if the amount is determined collectible, CONTRACTOR will have thirty 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 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 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.

8.16.6 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.

8.17 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.

- 8.18 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.

9.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Subsection shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 9.5 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.
- 9.6 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.

10.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS

10.1 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.

10.1.1 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.

10.1.2 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.

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

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

- 10.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, Contractor Employee Acknowledgement and Confidentiality Agreement. CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, Contractor Non-Employee Acknowledgement and Confidentiality Agreement. CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 10.7 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.
- 10.8 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 Subsection 10.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Subsection 10.8 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.

10.9 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.

10.10 Confidentiality Requirements for Probation

10.10.1 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.

10.10.2 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 business days of start of employment.

11.0 CONTRACTOR'S STAFF IDENTIFICATION

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

12.0 INTENTIONALLY OMITTED

13.0 USE OF FUNDS

13.1 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, Probation, 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.

13.2 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.

- 13.3 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 2 Code of Federal Regulations (2 CFR, Chapter I, Chapter II), and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B and Exhibit E).
- 13.4 CONTRACTOR shall Expend THPP-NMD funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THPP-NMD participants. The determination of reasonable and allowable Expenditures shall be in accordance with 2 Code of Federal Regulations, Chapter I, Chapter II; 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 and Exhibit E). Any THPP-NMD 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.
- 13.5 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-NMD 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-NMD participants, and to determine the appropriate disposition of unallowable expenditures.
- 13.6 Total accumulated unexpended funds (TAUF) shall include: 1) CONTRACTOR'S un-expended funds; and 2) CONTRACTOR'S accumulated, unexpended THPP-NMD funds received from COUNTY between January 3, 2022, and the expiration date of the most recently completed contract term. COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to January 3, 2022. CONTRACTOR'S TAUF shall be reflected on its Annual Revenue and Expenditure Report (Exhibit E).

- 13.7 At the end of any given Contractor fiscal year, any TAUF that is equal to or less than two months budgeted revenues for County's THPP-NMD program for its next FY may be retained by Contractor for future use for the benefit of Placed Children 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 any given Contractor FY, exceeds the TAUF Ceiling, Contractor shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS Director for review and approval within 60 days of the fiscal year end. Sections 11-404.2 through 11-404.2.24 of the State Manual of Policy and Procedure provides examples of permissible uses of unexpended funds. Said sections may provide a guideline for permissible uses of TAUF. However, all Contractor plans for uses of TAUF require pre-approval by the County.

If the plan is not approved, Contractor shall, in consultation with County, work to develop a revised plan for TAUF excess that is acceptable to County within 30 days of denial of proposed plan. County shall respond in writing within 25 days of receipt of Contractor's revised plan. Contractor shall respond with any proposed amendments to revised plan within 15 business days of receipt of County's written response. County will issue a final plan within five days of receipt of Contractor's amendments.

Contractor's failure to develop an appropriate plan for the utilization of excess TAUF, or the Expenditure of excess TAUF without a County approved plan shall constitute a material breach of the Contract. In such instance, County may take appropriate action, pursuant to this Contract including, but not limited to, that under Unique Terms and Conditions, Section 9.10, Hold Status, Do Not Ref Status, Do Not Use Status, Corrective Action Plan, with the understanding that Contractor may appeal the final decision pursuant to Section 8.38, Notice of Dispute.

14.0 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 NMD or NMDs; 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 Subsections 14.2, 14.3, and 14.4 are internal DCFS/Probation 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 NMDs. A copy of the COUNTY's current policies and

procedures is attached herein as Exhibit B, Attachment M, DCFS/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.1 Corrective Action Plan

When DCFS/Probation 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 (CAP) 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/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures

14.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of NMDs 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/Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a NMD or NMDs; 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 Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of NMDs 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 NMD or NMDs; 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 Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation THPP-NMD 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/Probation THPP-NMD 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/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.4 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 Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation THPP-NMD 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/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS'/Probation's 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/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures).

14.6 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

14.7 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 NMDs to CONTRACTOR and remove, or cause to be removed, all Placed NMDs from the CONTRACTOR's supervision. In such event, no DCFS local agency grievance policies and procedures will occur.

15.0 FINANCIAL REPORTING

This section may be changed, updated or amended to incorporate The CDSS Financial reporting and cost reporting forms for THPP NMD as identified in the Interim Licensing Standards, Version 2, or in All County Letters, Information Notices, Foster Care Audits and Rates Letters or other notices issued by CDSS.

15.1 CONTRACTOR shall report annual revenues and expenditures on the Annual Expenditure Report (Exhibit-E). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Chief Executive Officer, or Chief Financial Officer.

15.2 The Annual Expenditure Report (Exhibit-E), along with the THPP-NMD Program Cost Report, shall be submitted to the County 120 days following the close of the CONTRACTOR's Fiscal Year.

15.2.1 Submission of Internal Revenue Service (IRS) and Employment Development Department (EDD) Transcripts

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its IRS and EDD Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

- 15.2.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 15.2.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 15.2.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 17.2.1.1 and 17.2.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling ("IRS VN") and Employment Development Department Employer Account Statement ("DE-2176").
- 15.2.1.4 CONTRACTOR shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by email to:
- Department of Children and Family Services
Contracts Administration Division
Compliance Section - Fiscal
CAD-Fiscal-Compliance@dcfs.lacounty.gov
- 15.2.1.5 CONTRACTOR and COUNTY agree that each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY, or which should have been submitted by CONTRACTOR to the COUNTY pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.
- 15.2.1.6 CONTRACTOR and COUNTY agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant

to the terms of this Contract shall become the property of the COUNTY.

15.2.1.7 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified, and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

15.2.1.8 CONTRACTOR and COUNTY agree that the COUNTY shall not, in any way, be liable or responsible for the disclosure of any IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any part of any IRS and EDD Transcripts or IRS VN and EDD DE-2176, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

15.2.1.9 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176, as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE- 2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

15.3 If the Contract starts on a date other than the beginning of the CONTRACTOR's Fiscal Year, then the initial report shall be for a period less than twelve months, ending on the last day of the CONTRACTOR's fiscal year.

- 15.4 In the event that the Annual Expenditure Report is not timely submitted, the COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 16.0. In the event the "Notice of Intent to Place on Administrative Hold" status is implemented, the COUNTY shall notify CONTRACTOR in writing within ten (10) days prior to such status being used.
- 15.5 The Annual Expenditure Report that serves DCFS and Probation NMDs shall be emailed to:

Department of Children and Family Services
Contracts Administration Division
Fiscal Compliance Section
Attn: Annual revenue and Expenditure Report
CAD-Fiscal-Compliance@dcfs.lacounty.gov

(This may be changed to a web portal for electronic submission by the Contractor's)

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 13.0, Use of Funds, Subsection 13.6), 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 Subsection 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 Subsection 16.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Subsection 16.2 and 16.3, shall be deemed owned by CONTRACTOR.

17.0 DESCRIPTION OF SERVICES

Contractor has submitted a Plan of Operation which has received a letter of approval from the County and written approval from both the California Department of Social Services Community Care Licensing Division (CCLD) and the CDSS Program and Foster Care Audits and Rates Branch. Contractor's Plan of Operation will be submitted to County at initiation, with all changes being submitted within 30 days, and at renewal of the THPP-NMD Contract.

County may, during the term of this Contract, request that Contractor make revisions to its Plan of Operation by notifying Contractor in writing 30 days in advance of any proposed changes. Also, Contractor shall submit a revised Plan of Operation to County at any time during the term of this Contract when Contractor makes changes to its program. County shall review such Plan of Operation revisions for approval.

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(s) 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 Subsections 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 Director 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/MERGERS AND ACQUISITIONS

- 4.1 CONTRACTOR shall notify the COUNTY of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the CONTRACTOR is restricted from legally notifying the COUNTY of pending acquisitions/mergers, then it should notify the COUNTY of the actual acquisitions/mergers as soon as the law allows and provide to the COUNTY the legal framework that restricted it from notifying the COUNTY prior to the actual acquisitions/mergers.
- 4.2 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.
- 4.3 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.
- 4.4 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 and CPO.
- 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 Protection 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 Subsection 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 INTENTIONALLY OMITTED

11.0 COMPLAINTS

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

11.2 Within five 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 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(s) of the status of the investigation within five 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(s) within three 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 there over.

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 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 subsection 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 HIRING GAIN/GROW PROGRAM PARTICIPANTS

17.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the 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 the 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 the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

- 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 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 years, that 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 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/eplsearch.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 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: 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 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, Youth Development 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 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 Non-Employee Acknowledgement and Confidentiality 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 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 Subsection 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 subsection 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 Subsection 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

Subsection 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 Subsection 43.4 for:

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

43.5.2 Any materials, data and information covered under Subsection 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 Subsections 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 years after the expiration of the term of this Contract or for a period of three 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 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 BOND 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. 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 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 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 Subsection 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 Subsection 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 subsection, 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 Subsection 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 Subsection 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 Subsection 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars or five 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 TIME OFF FOR VOTING

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before

every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

57.0 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.

58.0 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.

59.0 WARRANTY AGAINST CONTINGENT FEES

59.1 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.

59.2 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.

60.0 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.

61.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 61.1 Contractor acknowledges (Attachment Q) that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 61.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 61.3 Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

62.0 DATA ENCRYPTION

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

62.1 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

62.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

62.3 Certification

The County must receive within ten business days of its request, a certification from Contractor (Attachment R) (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Section 62.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

63.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

64.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

65.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

66.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 7.0 (Changes and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this contract.

67.0 FORCE MAJEURE

- 67.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 67.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable 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 contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 67.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
PROBATION DEPARTMENT
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR
NON-MINOR DEPENDENTS (THPP-NMD) SERVICES CONTRACT**

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 Chief Probation Officer of the Probation Department, and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR. This Amendment may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____
Bobby D. Cagle, Director
Department of Children
and Family Services

By: _____
Adolfo Gonzales
Chief Probation Officer
Probation Department

Name of Agency

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
Rodrigo A. Castro-Silva, County Counsel

BY _____
David Beaudet, Senior Deputy County Counsel

PART J – THPP-NMD STATEMENT OF WORK

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND PROBATION DEPARTMENT**

EXHIBIT A

STATEMENT OF WORK

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD)**

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD)**

STATEMENT OF WORK

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- A-30** Casey Life Skills Assessment
- A-31** Exit Assessment
- A-32** Monthly Census
- A-33** THPP-NMD Application
- A-34** THPP-NMD Referral and Screening Form
- A-35** Referral Log
- A-36** Aftercare Contact Form
- A-37** Foster Youth Reproductive Health and Pregnancy
- A-38** Casey Pregnant and Parenting Assessment
- A-39** Shared Core Practice Model Handbook

PART A – PREAMBLE

The County of Los Angeles (COUNTY) 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 mission is to establish superior services through inter-Departmental and cross-sector collaboration that measurably improves the quality of life for COUNTY residents. The COUNTY's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. The mission and vision are anchored in the COUNTY's shared values of: 1) Integrity, 2) Inclusivity, 3) Compassion, and 4) Customer Orientation.

These shared values are encompassed in the COUNTY's Strategic Plan's three Goals: I) Make Investments That Transform Lives, II) Foster Vibrant and Resilient Communities, and III) Realize Tomorrow's Government Today. 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 (DCFS) has identified three outcome goals that will achieve positive outcomes for children and families. These goals are: 1) improved safety, 2) improved permanence, 3) and a reduced reliance on out-of-home care. On March 2, 2010, DCFS adopted a fourth outcome goal, self-sufficiency, in response to unique needs and circumstances of transition-age youth.

Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) was preceded by the Transitional Housing Placement Program (THPP) for foster youth. THPP was created by AB 1198 (Chapter 799, Statutes of 1993) and amended by AB 427 (Chapter 125, Statutes of 2001). THPP-NMD and THPP have similar goals, and a primary purpose of realizing this fourth outcome on behalf of transition-age youth.

1.1 AB 12

On September 30, 2010, "The California Fostering Connections to Success Act" Assembly Bill 12 (AB 12) was signed into law. AB 12 allows California to provide Extended Foster Care (EFC) for young adults up to age 21 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. Young adults who remain in EFC are referred to as Non-Minor Dependents (NMDs). NMDs must meet at least one of the five participation conditions (Attachment III) below:

1. Complete a secondary education or a program leading to an equivalent credential; OR
2. Enrolled in an institution which provides postsecondary or vocational education; OR
3. Participating in a program or activity designed to promote, or remove barriers to employment; OR
4. Employed for at least 80 hours per month; OR
5. Unable to do one of the above requirements because of a medical condition. (The medical condition is supported by regularly updated information in the case plan of the NMD).

AB 12 added two new housing placement options for NMDs. The first option is Transitional Housing Placement-Plus Foster Care (hereinafter referred to as "THPP-NMD," since it was later renamed "Transitional Housing Placement Program for Non-Minor Dependents" by SB 612, as explained below). THPP-NMD is offered by a licensed transitional housing placement provider to provide safe housing for NMDs and assistance with developing the skills needed for transitioning to independent living.

The second housing placement option for NMDs is Supervised Independent Living Placement (SILP). SILP is a flexible placement that requires a readiness assessment of the NMD and a site inspection of the residence. A SILP housing setting may include an apartment, shared living situations, room and board arrangements, or college dorms.

SILP placements for eligible NMDs must be approved by the COUNTY before NMDs can reside in these settings.

1.2 AB 212

AB12 was later amended by AB 212, effective January 1, 2012. AB 212 described how probation wards and former probation wards supervised in foster care, are NMDs and all placements described in AB 12, including a SILP or THPP-NMD setting, are available to them until their 21st birthday. In addition, AB 212 addressed the termination of probation status under W&IC Section 602.

1.3 SB 612

Pursuant to SB 612, the term Transitional Housing Program-Plus-Foster Care (THP+FC) was renamed to Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD), effective January 1, 2018, as noted above. SB 612 also revised the educational requirements for social workers and case managers, expanded room-sharing options for NMDs, allowed NMDs to co-lease units, and allowed host family homes to serve as housing options for NMDs if the homes are certified by both the Foster Family Agencies (FFA) and the THPP-NMD.

1.4 COUNTY PRIORITIES

DCFS and the Los Angeles County Probation Department (Probation) have established the following priorities for in the THPP-NMD Participants: (1) Safety and (2) Well-Being/Self-Sufficiency.

1. Safety: Safety is defined as protection for THPP-NMD Participants who are at risk of or may experience physical, sexual or emotional abuse, or physical or emotional neglect. The Performance Measure Summary and Service Tasks addressing this priority in a THPP-NMD 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 THPP-NMD setting. The Performance Outcome Summary and Service Tasks addressing this priority in a THPP-NMD setting are found in this SOW, Part C, Section 2.0. DCFS and Probation envision that THPP-NMD Participants exiting THPP-NMD 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 transition to a SILP.

1.5 SHARED CORE PRACTICE MODEL

CONTRACTOR shall provide services and support that are reflective of the framework, vision, values, and guiding principles of Shared Core Practice Model (SCPM), (Exhibit A-39).

CONTRACTOR shall have clear guidelines regarding how the agency will implement and utilize SCPM, including, but not limited to, training of staff, service delivery and evaluation of effectiveness of SCPM.

CONTRACTOR shall follow any COUNTY established protocols relative to the implementation of SCPM.

2.0 COUNTY'S GENERAL RESPONSIBILITIES

- 2.1 Children's Social Worker (CSW)/Deputy Probation Officer (DPO) will continue to provide case management services supervision.
- 2.2 Monthly visits to the THPP-NMD Participant by the CSW/DPO shall be ongoing throughout the THPP-NMD Participant's tenure in the THPP-NMD.
- 2.3 Court reports submitted to the Juvenile Court shall be completed with input from the THPP-NMD Participant and the CONTRACTOR.

3.0 COUNTY PROGRAM MANAGER REQUIREMENTS

The COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of services of this Contract with the CONTRACTOR's Program Administrator, as defined in Subsection 6.1.1 below.

- 3.1 The CPM or designee, including other relevant DCFS and/or Probation supervisors or managers, is responsible for, but not limited to, providing programmatic support to CONTRACTOR, and monitoring CONTRACTOR's day-to-day activities by providing technical assistance to ensure that CONTRACTOR satisfies the Contract requirements.
 - 3.1.1 The CPM or designee 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.
- 3.2 Upon execution of this Contract, the COUNTY will designate which CPM or designee, including other relevant DCFS and/or Probation supervisors or managers, shall be authorized to receive documents, approve placements, address problems/concerns, etc.
- 3.3 The COUNTY is solely responsible for referring all eligible THPP-NMD Participants to CONTRACTOR.

4.0 CONTRACTOR EXPECTATIONS/RESPONSIBILITIES

- 4.1 CONTRACTOR's administrative and sub-administrative offices shall be open each business day for a minimum of four consecutive hours per day, Monday through Friday, 8:00AM to 5:00PM.

- 4.1.1 All locations shall have fixed office hours posted in a visible location to allow THPP-NMD Participants an opportunity to walk in and receive services.
- 4.1.2 When locations are closed for meetings, holidays, etc., CONTRACTOR shall have the reopening time, an alternate telephone number, and who the THPP-NMD Participant can contact for assistance posted in a visible location.
- 4.2 Program Administrator shall be present in each administrative or sub-administrative office a minimum of 20 business hours each week.
- 4.3 CONTRACTOR shall have a designee in each administrative or sub-administrative office, when the Program Administrator is absent.
 - 4.3.1 Designees, who do not meet the qualifications for Program Administrator, shall have immediate access to and be able to contact the Program Administrator, or a Program Administrator Designee, who has the qualifications of the Program Administrator, within two hours **and** shall have:
 - a) Knowledge about the THPP-NMD operations,
 - b) Training in programs provided by the THPP-NMD, and
 - c) Authority to correct health and safety deficiencies
- 4.4 CONTRACTOR shall provide to COUNTY and THPP-NMD Participants a contact telephone 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).
- 4.5 CONTRACTOR shall respond within two hours of being contacted by COUNTY.
- 4.6 Communicable diseases (e.g. COVID -19) or other community emergencies may impact relocation and placement decisions, face-to-face contract requirements and life skills training. Safety measures may need to be implemented that could include, but not be limited to, social distancing, wearing of face coverings and virtual meetings.
- 4.7 CONTRACTOR shall give priority placement preference to applicants referred by Los Angeles County, **and** notify CPM before accepting THPP-NMD Participants from other counties.
- 4.8 CONTRACTOR shall not request the CSW/DPO to perform any duties that are the CONTRACTOR's responsibility.
- 4.9 CONTRACTOR shall follow any COUNTY established protocols relative to the implementation of AB 12, SB 612, SCPM, and Continuum of Care Reform (CCR).

- 4.10 CONTRACTOR shall include the principles of the Child Welfare League of America (CWLA) Standards of Excellence for Transition, Independent Living and Self-Sufficiency Services (<http://www.cwla.org/our-work/cwla-standards-of-excellence/standards-of-excellence-for-child-welfare-services/>) and Positive Youth Development (<https://youth.gov/youth-topics/positive-youth-development>) in their program models.

4.10.1 *“The CWLA Standards for Transition, Independent Living, and Self-Sufficiency Services focus on planning and providing independent-living services by voluntary and public child welfare agencies. The agency’s approach to working with young people must integrate a comprehensive long-term plan that includes the activities necessary to prepare an adolescent for eventual self-sufficiency. These standards provide the framework for the successful planning, delivery, coordination, and development of family, community, and agency resources toward this goal.”*

4.10.2 THPP-NMD 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 THPP-NMD Participants. Ideally, ongoing contact will help THPP-NMD Participant 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 THPP-NMD Participants to become a thriving and vital member of society.

- 4.11 CONTRACTOR shall ensure that THPP-NMD Participants are given the greatest amount of independence possible, based on the THPP-NMD Participant’s developmental needs and readiness for independence.

COUNTY Youth Development Services (YDS) Division

- 4.12 CONTRACTOR shall provide information to THPP-NMD Participant about the COUNTY YDS Division and the services that are offered, including the Independent Living Program’s (ILP) website: www.ILPOnline.org, how to connect with his/her ILP Transition Coordinator, resources, Teen Clubs, and employment referrals, to assist the THPP-NMD Participant with increasing his/her self-sufficiency level.

- 4.13 CONTRACTOR shall encourage the THPP-NMD Participant to register for email notifications from YDS.

Transitional Independent Living Plan (TILP), (Exhibit A-1)

- 4.14 CONTRACTOR shall provide the necessary care, supervision, and services as necessary to facilitate the THPP-NMD Participant’s achievement of the goals in the TILP.

- 4.15 CONTRACTOR shall document services provided for each TILP goal and indicate plan to help the THPP-NMD Participant achieve stated goals if they are not obtained by completion date.
- 4.16 CONTRACTOR shall provide information about the THPP-NMD Participant's progress with TILP goals to the assigned CSW/DPO no more than 30 days before the current TILP's expiration date.

SOC 161 AB 12/EFC Participation Goals (Exhibit A-2a)

- 4.17 CONTRACTOR shall provide supportive services, as described under Subsection 8.5 below, to assist THPP-NMD Participant in maintaining and ultimately achieving his/her primary and secondary AB12/EFC participation goals.
- 4.18 CONTRACTOR shall not require THPP-NMD Participant to participate in additional employment or educational training above the minimum requirements stated in Section 8.6 if they are not the primary AB 12/EFC participation goals.
- 4.19 CONTRACTOR shall continuously monitor THPP-NMD Participant's AB12/EFC progress and notify CSW/DPO and CPM whenever there is a concern regarding the THPP-NMD Participant's lack of progress towards his/her AB12/EFC participation goal(s). However, the COUNTY will make the ultimate determination regarding a THPP-NMD Participant's AB12/EFC eligibility and ability to remain in the THPP-NMD.
- 4.20 CONTRACTOR shall document services provided for each THPP-NMD Participant's goal and indicate plan to help THPP-NMD Participant achieve stated goals if they are not obtained by the State of California (SOC) form 161 expiration date. (SOC 161 is a document specifying EFC goals and the expiration date is six months from the date the document was signed.)
- 4.21 CONTRACTOR shall provide this information to the assigned CSW/DPO no more than 30 calendar days before the current SOC 161 expires (see Section 4.6 in Contractor Expectations/Responsibilities, which may impact timeframes).

5.0 HOUSING OPTIONS FOR THPP-NMD PARTICIPANTS

5.1 Community Care Licensing (CCL) License and Site Visits

- 5.1.1 CONTRACTOR is required to have a valid CCL THPP-NMD license at all times.
 - 5.1.1.1 CONTRACTOR shall be solely responsible for any application processing or annual fees required for obtaining and maintaining a valid THPP-NMD license.

5.1.2 CONTRACTOR shall notify CPM whenever CCL conducts a site visit and provide reason(s) and outcome(s) of each visit.

5.2 Housing Models

CONTRACTORS shall use one or more of the following housing models for THPP-NMD to support the individual self-sufficiency needs and skills of each THPP-NMD Participant:

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

5.2.2 Single Site: A placement where a THPP-NMD 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 on-site and provide supervision.

5.2.3 Remote Site: A single housing unit where the THPP-NMD Participant lives independently and 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.

5.2.4 Unit Site: May include apartments, single family dwellings, or condominiums rented or leased by the CONTRACTOR in various locations, not necessarily near each other.

5.3 Co-Leasing of Units

CONTRACTOR shall follow Co-Leasing Guidelines (Exhibit A-5) and obtain approval from CSW/DPO **and** CPM before a THPP-NMD Participant may co-lease a Unit with CONTRACTOR.

5.4 Unit-Sharing with Non-THPP-NMD Participants

CONTRACTOR shall follow Unit-Sharing Guidelines (Exhibit A-6) and obtain approval from CSW/DPO **and** CPM before a THPP-NMD Participant may share a Unit with a non-THPP-NMD Participant.

5.5 Unit Certification Process

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements, including any and all payments for each Unit used for THPP-NMD Participants. Lease/rental agreements shall not be in the THPP-NMD

Participant's name unless CONTRACTOR receives advanced approval from the CSW/DPO and CPM (refer to Exhibit A-5).

5.6 Certificates of Compliance or Approval

5.6.1 CONTRACTOR shall ensure that selected Units are in compliance with all CCL regulations before signing rental/lease agreements.

5.6.2 CONTRACTOR shall complete and sign a Certificate of Compliance (or Certificate of Approval for FFA Host Family homes) for each THPP-NMD Unit.

5.6.2.1 CONTRACTOR shall submit all Certificates of Compliance/Approval to CPM annually or upon recertification, and when accepting a THPP-NMD Participant into the THPP-NMD Unit.

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

5.6.2.2.1 CONTRACTOR shall decertify any Unit no longer being used for THPP-NMD.

5.6.3 CONTRACTOR shall notify CCL and CPM, in writing within seven business days, when a THPP-NMD Unit is approved for use, **and** when the Unit is no longer being used for THPP-NMD Participants.

5.6.4 CONTRACTOR shall provide CCL and CPM with a list of all current addresses and telephone numbers of all THPP-NMD and staff residential Units.

5.6.4.1 CONTRACTOR shall provide the list upon CONTRACT execution and quarterly thereafter (Jan 15th, April 15th, Jul 15th and Oct 15th), or whenever a change is made.

5.7 Fire Clearances

5.7.1 CONTRACTOR shall secure and maintain for each THPP-NMD Unit any fire clearance that has been approved by the local jurisdiction fire authority.

5.7.2 A fire clearance is required for the placement of a non-ambulatory individual. A non-ambulatory individual may include a THPP-NMD Participant and/or the child(ren) of the THPP-NMD Participant.

- 5.7.3 CONTRACTOR shall provide copies of fire clearances to CPM no more than seven business days prior to placement of any THPP-NMD Participant.

5.8 Housing Unit Requirements

- 5.8.1 CONTRACTORS shall make every effort to utilize Units where THPP-NMD Participants may continue to live following transition from foster care and allow THPP-NMD Participants to keep their Unit furnishings following transition from the CONTRACTOR'S program.
- 5.8.2 CONTRACTOR shall provide Units to accommodate THPP-NMD Participants who are pregnant and/or parenting, identify as LGBTQ (Lesbian, Gay, Bisexual, Transgender and Questioning), have physical disabilities, and/or managed mental health concerns.
- 5.8.3 CONTRACTOR shall place THPP-NMD Participants according to his/her self-expressed gender identity.
- 5.8.4 CONTRACTOR shall ensure that when THPP-NMD Participants share a bedroom with minors, it documents that the bedroom sharing arrangements ensure the health and safety of the minor and the THPP-NMD Participant, and that the roommates are compatible.
- 5.8.5 When considering compatibility, CONTRACTOR shall consult with each THPP-NMD Participant in its care, in an age and developmentally appropriate manner, regarding the THPP-NMD Participant's sexual orientation and gender identity, and what information the THPP-NMD Participant wishes to disclose and to whom.
- 5.8.6 CONTRACTOR shall not disclose information about the THPP-NMD Participant's sexual orientation and/or gender identity against the THPP-NMD Participant's wishes, unless compelled to do so by law or court order.
- 5.8.7 CONTRACTOR shall agree to the following requirements:
- 5.8.7.1 No more than six individuals, including NMDs and minor children, shall share a Unit.
 - 5.8.7.2 Each THPP-NMD 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 his/her budget.
 - 5.8.7.3 THPP-NMD Participant may share a Unit with a THPP Participant if they are same self-expressed gender identity

siblings, or shared rooms prior to the THPP-NMD Participant turning 18, and remain compatible to share a Unit.

- 5.8.7.4 THPP-NMD Participants of the opposite self-expressed gender identity, including siblings, shall not share a Unit. This excludes THPP-NMD Participant's minor child(ren).
- 5.8.7.5 THPP-NMD Participant shall not share a Unit with any other individual not enrolled in THPP-NMD, except a minor child(ren) of the THPP-NMD Participant and/or another person who has been approved by the CONTRACTOR, CSW/DPO and CPM (refer to Exhibit A-6).
- 5.8.7.6 THPP-NMD Participants placed with their minor child(ren) shall have the Unit equipped with safety features, including, but not limited to, childproof cabinets, drawer locks, door locks, and electrical outlet covers.
- 5.8.7.7 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.
- 5.8.7.8 No bedroom shall be used as a general passageway to another room.
- 5.8.7.9 No more than two THPP-NMD Participants, including minor children placed with NMDs, shall occupy a bedroom.
- 5.8.7.10 Bedrooms shall have drawer space for the THPP-NMD Participant's belongings and closet space to accommodate his/her clothing and personal belongings.

5.9 Unit Maintenance and Safety

CONTRACTOR shall conduct site inspections at least twice per month to ensure units are safe, clean and appropriately maintained.

CONTRACTOR is responsible for securing temporary housing for THPP-NMD Participants due to infestation of insects, bugs, rodents, etc.

5.9.1 Maintenance

- 5.9.1.1 Units shall be repainted as needed and in accordance with local tenant housing laws.
- 5.9.1.2 Carpet shall be replaced as needed and in accordance with local tenant housing laws.

5.9.2 Safety

CONTRACTOR shall ensure that each Unit has the following:

5.9.2.1 A working carbon monoxide and smoke detector in the hallway, and a working smoke detector in each bedroom.

5.9.2.1.1 CONTRACTOR shall provide training to THPP-NMD Participants upon placement in the Unit and at least annual training regarding the purpose of the carbon monoxide and smoke detectors, consequences for disabling them, how to test them, and how to change its batteries (if applicable) twice per year during March and November.

5.9.2.2 One or more operable fire extinguishers that are serviced/replaced as required.

5.9.2.3 CONTRACTOR shall maintain legible receipts and/or certification to confirm when extinguishers expire or need servicing.

5.9.2.3.1 CONTRACTOR shall provide initial and at least annual training to THPP-NMD Participants on the use of the fire extinguisher, and what to do if it needs to be replaced or re-serviced.

5.9.2.4 An operable emergency radio.

5.9.2.4.1 CONTRACTOR shall provide initial and at least annual training on how to use, maintain, and store the emergency radio.

5.9.2.5 Emergency ladders in each bedroom for units that are located above the ground (first) floor.

5.9.2.6 A current emergency plan specific to the Unit location shall be given to each THPP-NMD Participant upon placement.

5.10 Furniture Required for Units

5.10.1 Each THPP-NMD Unit shall be appropriately furnished and shall include items that are commonly found in family homes. The minimum furnishing requirements are included on Exhibit A-9, THPP-NMD Participant Unit/Furniture Inventory.

- 5.10.2 Upon transition from foster care, each THPP-NMD Participant shall keep his/her Unit furnishings agreed upon at orientation as indicated on Exhibit A-9.
- 5.10.3 CONTRACTOR shall ensure provided furniture is in good and safe condition.
- 5.10.4 CONTRACTOR will replace/repair or place an order and/or work order for furniture that poses a safety hazard for THPP-NMD Participant and/or THPP-NMD Participant's child(ren) as soon as possible, but within three business days of discovery or notification by the THPP-NMD Participant and no more than 10 business days for non-hazardous furnishings. CONTRACTOR is to notify the CPM if the replacement or repair goes beyond the respective three or 10 business days.
- 5.10.5 If THPP-NMD Participant caused damage to the furniture, then CONTRACTOR will present a claim to the THPP-NMD Participant to pay for the replacement or repair of furniture through THPP-NMD Participant's funds, and submit copies to the THPP-NMD Participant's DPO/CSW. If it is determined that the THPP-NMD Participant's behavior is the direct cause for the damage, the THPP-NMD Participant pays.
- 5.10.6 CONTRACTOR shall ensure that a work order for damaged major appliances (including but not limited to refrigerators, stoves, ovens, and heating/air conditioning units) is initiated within 24 hours of discovery or being notified of the damage, and shall ensure the well-being of the THPP-NMD Participant until such time that the appliance can be repaired or replaced. CONTRACTOR will send CPM a copy of the work order within two business days if repair or replacement will take longer.
- 5.10.7 At the time of placement, the CONTRACTOR shall provide the THP-NMD unit with a new set of dishware for a minimum of four people.
- 5.10.8 CONTRACTOR shall provide the THP-NMD unit with a new set of glassware, permanent plastic cups, eating utensils, knives, pots and pans, dish towels, dishcloths, and oven mitten(s) at the time of placement for four to six people.
- 5.10.9 CONTRACTOR shall work with the Participant to use participant funds to pay for the replacement of damaged and/or missing kitchen supplies, to ensure the unit continues to have the items listed in 5.10.8 for a minimum of four to six people. The goal is that each unit has the minimum required number of items to support life skills accountability (e.g. "put dirty silverware and dishes in the sink, not the trash").
- 5.10.10 CONTRACTOR shall replace kitchen supplies within five business days of discovery for damage due to ordinary wear and tear. CONTRACTOR shall request that a maximum of \$50.00 per month be collected from the

THPP-NMD Participant's personal funds, excluding money received from allowance or mandatory savings, in order to pay for the replacement of missing and/or damaged kitchen supplies NOT a result of ordinary wear and tear.

5.10.11 CONTRACTOR shall ensure each THPP-NMD Participant and his/her child(ren) has a clean bed upon placement in the Unit.

5.10.11.1 CONTRACTOR shall ensure each THPP-NMD Participant and his/her children have his/her own bed/crib/bassinet and shall not share a bed/crib/bassinet.

5.10.11.2 If the bed is too short or not wide enough for the THPP-NMD Participant or his/her child, the CONTRACTOR shall immediately replace the bed and mattress and ensure it is an appropriate size for the THPP-NMD Participant and his/her children.

5.10.11.3 Bunk beds, cots, rollaway beds, or futons shall not be used by THPP-NMD Participants or their child(ren) for beds.

5.10.11.4 CONTRACTOR may allow THPP-NMD Participant to bring his/her own bed and bedding if it is safe and in good condition. If these items later prove to be unsuitable, CONTRACTOR shall follow the guidelines listed in section 5.10.11.

5.10.12 CONTRACTOR upon placement shall provide each THPP-NMD Participant new linens, such as a mattress pad, flat sheet, fitted sheet, pillow, pillowcase, blanket comforter/quilt or a bed-in-a-bag, and a comfortable mattress and box spring in good condition.

5.10.13 CONTRACTOR shall not provide used or second-hand linens for use by THPP-NMD Participants or their child(ren).

5.10.14 CONTRACTOR shall provide a large capacity refrigerator if three or more THPP-NMD Participants share a unit. The capacity of the refrigerator shall be a minimum of 20 cubic feet, or one that receives prior approval from the CPM.

5.10.15 CONTRACTOR shall provide each THPP-NMD Participant with a towel rack, soap bar dish and space for toothbrush, and mirror.

5.10.16 CONTRACTOR shall conduct an inventory of THPP-NMD Participant's items for THPP-NMD Participants transitioning from another THPP to determine if new and/or additional items are needed for the THPP-NMD Unit.

5.10.17 CONTRACTOR shall ensure that units have appropriate window treatments that provide privacy.

5.10.17.1 If THPP-NMD Participant caused damage to window treatments, CONTRACTOR shall repair or replace the window treatments to ensure privacy and will present claim (copies given to DPO/CSW) to THPP-NMD Participant to use THPP-NMD Participant's funds, excluding allowance and mandatory savings funds, to pay for the repair or replacement.

5.11 Unit Locations

5.11.1 THPP-NMD Unit(s) shall be within one mile of public transportation, and within three miles of the following: grocery store, laundry and dry-cleaning services and within five miles of medical care. CONTRACTOR shall make provisions for THPP-NMD Participants with any Americans with Disabilities Act (ADA) issues.

5.11.2 CONTRACTOR shall ensure that various employers or employment opportunities shall be in close proximity to all THPP-NMD Units when using public transportation.

5.11.3 CONTRACTOR shall secure THPP-NMD Units that are in close proximity to, and no more than one hour each way via public transportation, schools, including post-secondary institutions.

5.11.4 CONTRACTOR shall make every effort to secure property locations for THPP-NMD Participants where parking for THPP-NMD Participants is free, readily available and accessible.

5.11.5 Request for consideration of exceptions to distance requirements may be sent on agency letterhead with the proposed location to the County Program Manager.

6.0 STAFFING REQUIREMENTS & RECORDING-KEEPING

6.1 CONTRACTOR shall maintain the following staffing ratios at all times, and ensure that its staff meets the legislative qualifications, including any additional California Department of Social Services (CDSS)/CCL regulations, for each position s/he holds. To request an exception to these requirements, please consult with CCL. COUNTY will accept official exception approvals from CCL.

6.1.1 Program Administrator (Director/Manager)

CONTRACTOR shall employ at least one Program Administrator

6.1.1.1 Program Administrator shall be present in the THPP-NMD facility a minimum of 20 hours per week during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

6.1.1.1.1 Program Administrators assigned to more than one THPP-NMD location, shall not serve in any other position.

6.1.1.1.2 Program Administrators, who also serve as the Social Work Supervisor, shall not carry a caseload.

6.1.1.1.3 When the Program Administrator is absent from the THPP-NMD location(s), there shall be coverage by the administrator's designee as stated in Subsection 4.3.

6.1.1.2 Program Administrator is responsible for, but not limited to, operation of the THPP-NMD, appointing and dismissing staff, organizing and administering a program of staff development for all staff.

6.1.1.3 Program Administrator Qualifications

CONTRACTOR's Program Administrator(s) shall meet the qualifications in Title 22, Division 6, Chapter 7, Section 86064 **and** meet one of the following requirements:

Have a Master's Degree in a behavioral science from an accredited graduate school, as defined in Section 94302 of the Education Code, or a graduate program approved by the California Private Post-Secondary and Vocational Education Bureau, and plus at least one year of administrative experience or supervisory experience over social work, child care, or support staff providing direct services to children in an agency or in a community care facility with a licensed capacity of six or more.

OR

Have a Master's Degree in a behavioral science from an accredited college or university, as defined in Section 94302 of the Education Code, and plus two years of employment as a social worker, in an agency serving children or in a group residential program for children in an agency or in a community care facility with a licensed capacity of six or more.

OR

Have a Bachelor's Degree from an accredited college or university as defined in Section 94302 of the Education

Code, and plus at least three years' administrative experience or supervisory experience over social work, child care, or support staff providing direct services to children in an agency or in a community care facility with a licensed capacity of six or more.

6.1.1.3.1 CONTRACTOR may apply to CCLD to request an exception to the requirements stated above based on SB 612 or completion of equivalent education and experience

6.1.1.3.1.1 COUNTY will honor approved exceptions from CCLD

6.1.2 Social Work Supervisor

CONTRACTOR shall employ one full-time Social Work Supervisor for every eight social workers (case managers) or fraction thereof.

6.1.2.1 A Social Work Supervisor may function as a social worker when supervising fewer than eight Social Workers and shall be allowed to carry three cases in place of supervising one social worker.

6.1.2.1.1 CONTRACTOR's Social Work Supervisor shall not serve as the lead Social Worker (case manager), or Program Administrator, if he/she also carries a caseload.

6.1.2.2 CONTRACTOR shall ensure that Social Work Supervisors who carry a caseload, shall not be located more than two hours travel time by automobile from the THPP-NMD Participant(s) on his/her caseload.

6.1.2.3 Social Work Supervisor is responsible for, but not limited to, providing supervision to Social Workers (case managers), including reviewing case documentation for timeliness, content and accuracy; reviewing and approving all reports and documents prepared by Social Workers (case manager) before they are submitted to CSW/DPO, THPP-NMD Participant and CPM; confirming Social Worker (case manager) is contacting and meeting with THPP-NMD Participants as required, and documenting outcome of the contacts and meetings; ensuring the Social Worker (case manager) is providing or coordinating life skills; and fulfilling the Social Worker (case manager) duties when also functioning in that capacity.

6.1.2.4 Social Work Supervisor Qualifications

Master's Degree from an accredited or State approved graduate school, as defined in Section 94302 of the Education Code, or a graduate program approved by the California Private Post-Secondary and Vocational Education Bureau in one or more of the following areas:

- 1) Social work or social welfare
- 2) Marriage, family and child counseling
- 3) Child psychology, child development
- 4) Counseling psychology, social psychology
- 5) Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professions Code
- 6) Education with a counseling emphasis; or
- 7) Equivalent Master's Degree in human services or behavioral science degree acceptable to CDSS

AND

In addition to the degree specifications, all of the following coursework and field practice or experience shall be completed prior to employment:

- At least three semester units or 100 days of internship, field practice or experience in a 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
- At least three semester units in working with minority populations; or 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.

6.1.3 Social Worker (Case Manager)

CONTRACTOR shall employ one Social Worker (case manager) for every 12 THPP-NMD Participants. If CONTRACTOR's Social Worker (case

manager) has a shared caseload, CONTRACTOR shall designate a lead Social Worker (case manager) for each shared caseload.

If CONTRACTOR has three or fewer Participants, and its Social Work Supervisor is not supervising eight or more Social Workers (case managers), its Social Work Supervisor may function as the Social Worker (case manager) for those Participants, as long as the Social Work Supervisor is not also serving in the capacity of Program Administrator.

6.1.3.1 CONTRACTOR shall ensure that Social Workers (case managers) are located no more than two hours travel time by automobile from the THPP-NMD Participant(s) on their caseload.

6.1.3.2 CONTRACTOR shall have a Social Worker (case manager) on call 24 hours per day.

6.1.3.3 CONTRACTOR's shall ensure that all staff who share a caseload meet the qualifications for Social Worker (case manager).

6.1.3.4 Social Worker (case manager) is responsible for, but not limited to, evaluation and assessment of the eligible NMD for participation in the THPP-NMD; supervision of the placement of the THPP-NMD Participant in the THPP-NMD Unit; development and updating of the THPP-NMD Participants needs and services plan; and provision of social and support services to THPP-NMD Participants.

6.1.3.5 Social Worker (case manager) shall meet in person with each THPP-NMD Participant for at least 60 minutes per month to provide case management services, to include transition planning and meeting the stated goals in the NMD's Transitional Independent Living Plan's (TILP's).

6.1.3.6 Social Worker (Case Manager) Qualifications

Master's Degree from an accredited or State approved graduate school, as defined in Section 94302 of the Education Code, or a graduate program approved by the California Private Post-Secondary and Vocational Education Bureau in one or more of the following areas:

- 1) Social work or social welfare
- 2) Marriage, family and child counseling
- 3) Child psychology, child development
- 4) Counseling psychology, social psychology

- 5) Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professions Code
- 6) Education with an emphasis on counseling; or
- 7) Equivalent Master's Degree in human services or behavioral science degree acceptable to CDSS

AND

In addition to the degree specifications, all of the following coursework and field practice or experience shall be completed prior to employment:

- At least three semester units or 100 days of internship, field practice or experience in a 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
- At least three semester units in working with minority populations; or 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

6.1.3.8 CONTRACTOR may apply to CCLD to request an exception to the requirements stated above based on SB 612 or completion of equivalent education and experience.

6.1.3.8.1 COUNTY will honor approved exceptions from CCLD.

6.1.4 Single Site Supervisor

6.1.4.1 CONTRACTOR shall employ one Single Site Supervisor (SSS) for each location that is licensed for a Single Site housing model.

6.1.4.2 SSS shall be available to THPP-NMD Participants 24 hours a day, seven days per week, and on-site for the minimum number of hours required by CCL regulations.

6.1.4.3 SSS 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 THPP-NMD Participants)

AND

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

OR

- c) Six months of 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

*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.

- 6.1.4.4 In the event CDSS issues new qualifications for THPP-NMD SSS staff, CONTRACTOR's SSS staff shall meet those qualifications as they will supersede the COUNTY's qualifications.

6.1.5 Host Family Staff

- 6.1.5.1 CONTRACTOR shall employ at least one host family staff for each host family housing site.
- 6.1.5.2 CONTRACTOR shall ensure that its FFA Host Family staff has the ability to distinguish between roles and expectations if he/she is providing host family services for the FFA and THPP-NMD.

6.1.5.3 Host Family Qualifications

- 6.1.5.3.1 Possess all the minimum qualifications required for the SSS position.
- 6.1.5.3.2 Have the qualifications, education and experience to teach THPP-NMD Participant independent living skills

that will assist the THPP-NMD Participant with becoming self-sufficient.

6.1.5.3.3 Meet the host family requirements and trainings per Title 22, Division 6, Chapter 8.8 Foster Family Agencies.

6.1.5.4 In the event CDSS issues new qualifications for THPP-NMD Host Family staff, CONTRACTOR's Host Family staff shall meet those qualifications as they will supersede the COUNTY's qualifications.

6.1.6 Volunteers

6.1.6.1 CONTRACTOR shall ensure its volunteers possess all the minimum qualifications required as appropriate for their assigned duties.

6.1.6.2 Volunteers are required to report incidents of abuse/neglect in accordance with, Title 22, Division 6, Section 86161.

6.1.7 Employee (Paid, Volunteer and Intern) Certification and Training

6.1.7.1 CONTRACTOR agrees to certify, train, and monitor THPP-NMD staff, interns, and volunteers who will provide direct services/support to THPP-NMD Participants in compliance with Title 22, Division 6, Section 80065 (excluding subparts (c) and (e)) and Section 86005.

6.1.7.2 CONTRACTOR shall ensure that all THPP-NMD staff are trained in CPR and First Aid and shall maintain an age appropriate certification in CPR from persons qualified to provide such training.

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

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

6.1.7.4 Only THPP-NMD staff, interns and volunteers that have been approved and certified by CONTRACTOR shall have direct contact with THPP-NMD Participants.

- 6.1.7.5 CONTRACTOR is solely responsible for confirming that its THPP-NMD staff meet the licensing qualifications for their respective positions, and for maintaining all source documents.

6.2 Employee/Volunteer Training Certification

- 6.2.1 Training for all THPP-NMD staff, interns and volunteer personnel (including host family foster parents) shall address the NMD's right to have fair and equal access to all available services, placement, care, treatment, and benefits, and not be subjected to discrimination or harassment based on actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, HIV status or any other health or medical condition.
- 6.2.2 CONTRACTOR shall ensure that, prior to or within 90 days of employment, all staff shall receive a minimum of one-hour training in the following areas:
- a) Child abuse identification and reporting,
 - b) Characteristics of persons 16-21 years of age placed in long-term foster care,
 - c) AB 12/Extended Foster Care,
 - d) Involving Law Enforcement,
 - e) Cultural Competency and Sensitivity,
 - f) Shared Core Practice Model,
 - g) Trauma-Informed Care,
 - h) Commercial Sexual Exploitation of Children (CSEC),
 - i) LGBTQ (Lesbian, Gay, Bi-Sexual, Transgender and Questioning) Youth,
 - j) Medical Marijuana
 - k) Objectivity in case notes and Special Incident Report (SIR) documentation, and
 - l) General guidelines of the Statement of Work
- 6.2.3 Additional training topics may include: cultural diversity, gender identity, gender expression, sexual orientation, adolescent/young adult development, identification and prevention of sexual exploitation including support services for victims, identification and prevention of substance misuse including support services for the THPP-NMD Participants with substance misuse issues, crisis intervention, and current issues the COUNTY determines and communicates to the CONTRACTORS.
- 6.2.4 CONTRACTOR shall submit on its agency letterhead that it certifies that all staff have completed the required trainings, as outlined in this SOW, within one year of commencing employment with CONTRACTOR. COUNTY will accept prior training of CONTRACTOR employees if the training occurred within the 12 months immediately preceding the commencement of employment with the contractor, and involved training

from a program serving a population similar to the population served by this SOW.

6.2.4.1 CONTRACTOR shall maintain documentation that staff have completed the required training.

6.2.5 CONTRACTOR shall confirm each employee/volunteer meets the qualifications stated herein; including education and experience, for his/her specific position(s) and has received the necessary training and background clearances by providing CPM a signed statement on agency letterhead. The statement shall include the name of the employee, his/her position(s), and a certification that s/he meets the qualifications for each position, has cleared a background clearance, has received required training(s) and indicate the date(s) each action occurred.

6.2.6 CONTRACTOR shall certify employees by submitting to the CPM on agency letterhead verification of fingerprinting clearances, Child Abuse Index clearance, and training (Subsection 6.2.2, a, b, c & d), prior to the staff commencing work with the THP-NMD Participant, for each employee, intern or volunteer who has contact with THPP-NMD Participants, with the exception of volunteers pursuant to Title 22 Section 80019(b)(5).

6.3 Certified Report for THPP-NMD Staff, Interns, Volunteers

6.3.1 CONTRACTOR shall complete the LIC 500 (Exhibit A-23) upon execution of CONTRACT, and when new staff are hired and submit a copy to CPM by the last day of each month.

6.3.2 CONTRACTOR shall maintain a copy of each report for five years in its personnel files.

6.3.3 CONTRACTOR shall notify CPM in writing when an employee is on vacation, suspended, or no longer employed by CONTRACTOR, or is on an extended leave (more than one month). The notification must be within 10 business days and shall include the employee's name, position, leave date and expected return date.

6.3.4 CONTRACTOR shall indicate its plan to provide coverage for the employee's position.

6.3.5 Employee providing coverage (excluding volunteer) must meet the licensing requirements for the position and shall not occupy more than two of the positions required for THPP-NMD.

6.3.6 CONTRACTOR shall notify CPM in writing within 10 business days when an employee on extended leave has returned to work and confirm that employee will continue in his/her previous position.

- 6.3.7 In the event, employee assumes a different position, CONTRACTOR shall provide within 10 business days, the verification that employee meets the educational and experiential requirements for the new position.
- 6.3.8 In the event a change of staff occurs, CONTRACTOR shall notify CPM in writing; and CONTRACTOR within 10 business days shall submit employee's certifications to CPM upon change in position or hiring, and prior to new staff having direct contact with any THPP-NMD Participant.

6.4 CONTRACTOR'S Personnel Files

- 6.4.1 CONTRACTOR shall maintain and retain records on each Certified employee/volunteer described herein and as required by CDSS/CCL in accordance with, but not limited to, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 7, Section 86066.
- 6.4.2 COUNTY may require CONTRACTOR to maintain and retain additional records, as COUNTY deems necessary.
- 6.4.3 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-NMD Participant.
- 6.4.4 CONTRACTOR shall maintain documentation that individuals have previously completed the required training, education and experience requirements in staff's personnel file including a copy of all training, resumes, degrees, certifications and credentials verifying previous employment and educational background.
- 6.4.5 Copies of annual training records and performance evaluations shall be available upon demand by CPM.
- 6.4.6 CONTRACTOR shall maintain current, accurate and legible time records for all paid staff, interns, and volunteers.

6.5 Grievances and Criminal Complaints

- 6.5.1 CONTRACTOR shall immediately notify the CPM of a grievance or criminal complaint filed against any employee or volunteer or allegation of child endangerment made within the scope of their employment with the CONTRACTOR.
- 6.5.2 CONTRACTOR shall prohibit employee/staff from further contact with all THPP-NMD Participants until the CPM has conducted an investigation into the allegation(s), complaints or grievances.

7.0 TARGET POPULATIONS

THPP-NMD Participants in THPP-NMD are NMD who meet the criteria as listed below and have been deemed eligible by the COUNTY to participate in the THPP-NMD program.

The COUNTY shall refer to CONTRACTOR, eligible THPP-NMD 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 Population to be served – Only those NMD who meet the following criteria are eligible to participate in the COUNTY THPP-NMD Program.

7.1.1 NMD 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, unless State officials allow for an extension due to a community emergency)

7.2 THPP-NMD Participants may remain in the program up to the day before his/her 21st birthday as long as he/she meets the eligibility criteria described above.

7.3 CONTRACTOR shall give placement preference (in no particular order) to the following NMDs who are:

1. Being released from camp
2. Currently homeless or without a stable placement
3. Re-entering care
4. Scheduled to leave Emergency Shelter Care (ESC)
5. Transitioning from a Short-Term Residential Treatment Placement (STRTP)
6. Pregnant and/or parenting
7. Managing their mental health concerns (with or without medication)
8. 19 years of age and older

- 7.4 CONTRACTOR shall not deny entry to or discharge a THPP-NMD Participant solely based on his/her parenting or pregnancy status.
- 7.5 CONTRACTOR may not deny an applicant based solely on age or the number of months s/he has remaining for EFC eligibility.
- 7.6 CONTRACTOR may not discriminate against THPP-NMD applicants or Participants based on race, gender, pregnancy, parental status, sexual orientation, mental or physical disability, residency status, or being victims of sexual exploitation or health or medical conditions.
- 7.7 CONTRACTOR may not deny any applicant, except as specified in Subsection 7.7.1 below, who has completed a sexual offender program or who has prior sexual abuse allegations based solely on the prior offense or allegation(s).
 - 7.7.1 CONTRACTOR shall not place a THPP-NMD applicant who has prior sexual abuse allegations where a minor child resides in a Unit.
- 7.8 NMDs who are incarcerated, on active duty military service, or other military service that prevents them from meeting with their CSW/DPO at least once a month are not eligible for AB 12/EFC and will not be considered for placement in the THPP-NMD.

8.0 SCOPE OF WORK

8.1 REFERRAL AND PLACEMENT PROCESS

- 8.1.1 The COUNTY reserves the right to change the referral and screening process, including what documents are needed to determine eligibility, based on changes of circumstances within DCFS and Probation's THPP-NMD program administration, and the needs of the THPP-NMD Participant.
- 8.1.2 CONTRACTOR shall not accept any THPP-NMD applicant for placement without prior written authorization from the CPM. CPM shall have the sole discretion to determine if written authorization is needed prior to NMD being accepted for placement. If CONTRACTOR accepts a placement and/or places an applicant in THPP-NMD without prior written authorization from the CPM, the COUNTY may terminate this Contract.
- 8.1.3 NMDs may participate in the THPP-NMD with the permission of the CSW/DPO.
- 8.1.4 The CSW/DPO shall submit referral packet, inclusive of THPP-NMD Application (Exhibit A-33) and the required documents listed on the application, directly to the CONTRACTOR for screening.

- 8.1.4.1 Within 72 business hours of receiving application, CONTRACTOR shall notify CSW/DPO that application has been received, and advise of him/her of the status of the application (i.e. no vacancies, additional documents are needed, review is pending, etc.).
- 8.1.5 CONTRACTOR may request additional documents to make an appropriate assessment.
- 8.1.6 CONTRACTOR may not ask NMD or CSW/DPO to provide any confidential documents related to a prior allegation (i.e. investigative narrative, minute orders, case notes, etc.)
- 8.1.7 CONTRACTOR shall schedule interviews with THPP-NMD applicants within seven business days of receiving completed application and documents.
- 8.1.8 CONTRACTOR shall interview all applicants referred to its agency, unless CONTRACTOR does not have an immediate (30 business days or less) opening, applicant does not meet THPP-NMD eligibility requirements, or applicant is not appropriate for THPP-NMD.
- 8.1.8.1 Within 72 business hours of the interview, CONTRACTOR shall notify CSW/DPO and CPM of the outcome of said interview.
- 8.1.9 CONTRACTOR shall document the status of each applicant on the Referral Log (Exhibit A-35).
- 8.1.10 CONTRACTOR shall only keep a “waitlist” of applicants that it can provide placement for within 30 business days or less of receiving complete THPP-NMD application packet.
- 8.1.11 CONTRACTOR has the option to conduct a pre-placement orientation and site visit with the THPP-NMD applicant and CSW/DPO (if available). If the applicant and CSW/DPO agree to consider placement with the CONTRACTOR, the CONTRACTOR will schedule a site visit, if requested by applicant or CSW/DPO, for the applicant and the CSW/DPO prior to placement. The orientation and site visit may occur simultaneously.
- 8.1.12 CONTRACTOR shall conduct a Pre-Placement Appraisal (PPA) for all NMD that includes, but is not limited to the following:
- a) Confirmation that the NMD does not pose a threat to minor children in the THPP-NMD Unit (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 THPP-NMD to meet the needs of the NMD

8.1.12.1 CONTRACTOR shall provide to CPM an itemized (a-f), individualized and comprehensive written Pre-Placement Appraisal on agency letterhead that summarizes the assessment of the areas described above and a list of the services the CONTRACTOR plans to provide or link the Participant to.

8.1.12.2 CONTRACTOR may conduct Pre-Placement Appraisal while interviewing applicant for participation in THPP-NMD. PPA shall be signed by the person who completed the assessment and the Program Administrator's signature if the client being admitted has a known medical or mental health condition. For those clients who are admitted, a SAFETY meeting needs to occur within five 5 business days of placement.

8.1.13 CONTRACTOR shall complete a Referral and Screening Form (RSF, Exhibit A-34) for each application reviewed. RSF is to be completed and signed by agency staff completing the interview. Applicants deemed inappropriate for placement, and not interviewed, must have their RSF signed by a supervising social worker or the program administrator, and must include information on how the applicant can strengthen his/her application (i.e. compliance with medication, completion of three therapy sessions, etc.), and the time-frame (i.e. 90 days, etc.) needed before CONTRACTOR will reconsider applicant.

If applicant's application meets the criteria in Section 8.1.8, no RSF is needed.

8.2 Placement

CONTRACTOR shall place all accepted applicants within 30 business days of receiving completed application packet and documents, or notify CPM if there will be a delay in placing applicant.

8.2.1 If the applicant decides not to accept placement with CONTRACTOR, or if CONTRACTOR cannot provide placement for THPP-NMD applicant, CONTRACTOR shall notify CPM (via phone call or email) within one business day of decision and refer the THPP-NMD Participant back to CPM.

8.2.2 No more than seven business days prior to the proposed placement date, CONTRACTOR shall confirm the suitability of the placement in writing to

the CPM by submitting the PPA, RSF, a completed Placement Information and Authorization Form (PIAF, Exhibit A-4) along with a current Certificate of Compliance/Approval, current CCL Facility Evaluation Report or THPP-NMD license, verification of liability insurance and a fire clearance if the THPP-NMD Participant and/or his/her children are non-ambulatory.

8.2.3 Signed PIAF is only valid for the location listed on the form. If the CONTRACTOR decides to place THPP-NMD Participant in a different location, CONTRACTOR shall submit another PIAF, Certificate of Compliance/Approval, verification of liability insurance and fire clearance, if applicable for new location.

8.2.4 CONTRACTOR shall initial and return PIAF to CPM or designee within 72 business hours of THPP-NMD Participants placement in its THPP-NMD.

8.2.4.1 CONTRACTOR shall notify CPM or designee, if THPP-NMD Participant is not placed within seven business days of date the PIAF was signed by CPM or designee.

8.2.5 Upon placement, and annually, CONTRACTOR shall provide THPP-NMD Participant with information on what to do if he/she believes he/she has been abused or mistreated (by staff, other THPP-NMD Participants, etc.), and who to contact (CSW/DPO, law enforcement, CCL, attorneys, CPHL, etc.) and the telephone numbers for the contact person(s).

8.2.6 CSW/DPO or Probation's Placement Administrative Services (PAS) Program will provide the CONTRACTOR a SOC 152 – Agency Placement Agreement (Exhibit A-2), SOC 161- Six-Month Certification of Extended Foster Care Participation (Exhibit A-2a), and SOC 162 - Mutual Agreement for Extended Foster Care (Exhibit A-2b) or SOC 163 - Voluntary Re-Entry Agreement for Extended Foster Care (Exhibit A-2c) for each THPP-NMD Participant placed with CONTRACTOR.

8.2.7 DCFS CSW at the time of placement will provide CONTRACTOR with the THPP-NMD Participant's Medi-Cal card or Medi-Cal verification letter, Medical and Education Records or the Health and Education Passport Binder.

8.2.7.1 Probation PAS will provide same documents when Delinquency Court modifies juvenile jurisdiction from W&IC 602 to 450 – Transition Jurisdiction. If former probation THPP-NMD Participant is re-entering foster care, PAS will provide summary of the THPP-NMD Participant's status and provide to CONTRACTOR documents post-placement.

8.3 Orientation Procedures

- 8.3.1 CONTRACTOR shall design a written orientation plan and submit it to the CPM for approval prior to accepting a THPP-NMD placement under this Contract.
- 8.3.2 The orientation plan shall indicate CONTRACTOR'S specific procedures and requirements for all THPP-NMD Participants.
- 8.3.3 The plan shall include, but not be limited to, the CONTRACTOR's policies incorporating applicable provisions of Welfare and Institutions Code §16522.1, such as vehicles, work expectations, preparation of meals, fines, budgeting, THPP-NMD 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.
- 8.3.4 A copy of the written orientation plan shall be available upon demand by CPM.
- 8.3.5 At the time of initial placement, the CONTRACTOR shall provide each THPP-NMD Participant, in the presence of the CSW/DPO (if available), a full orientation based on its written orientation plan.
- 8.3.6 A written copy of the procedures, rules and regulations shall also be provided to the THPP-NMD Participant and CSW/DPO.
- 8.3.7 THPP-NMD 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 the THPP-NMD Participant by CONTRACTOR. CONTRACTOR shall file the original Mandatory Orientation Checklist in the THPP-NMD Participant's THPP-NMD Record Folder and provide a copy to the THPP-NMD Participant.
- 8.3.8 CONTRACTOR shall give each THPP-NMD Participant, the CPM and YDS Ombudsman's contact information, the Advocacy Review Form (Exhibit A-22), and Personal Rights (Exhibit A-10) along with CONTRACTOR's Grievance/Complaint Procedures at the orientation.

8.4 Supervision and Monitoring of THPP-NMD Participants

CONTRACTOR shall file all paperwork and record all services and contacts on behalf of the THPP-NMD Participant in the THPP-NMD Participant Record Folder (TPRF) as referenced in Subsection 10.2.1.

- 8.4.1 CONTRACTOR, upon initial placement of THPP-NMD Participants, shall contact THPP-NMD Participants daily (in person or via text, email, social

media, or telephone) to facilitate THPP-NMD Participant's smooth transition into placement while in CONTRACTOR'S program.

8.4.1.1 As THPP-NMD Participant demonstrates stability and progress in program, and CONTRACTOR consults with CSW/DPO and THPP-NMD Participant, this daily contact schedule may be decreased with written authorization from CSW/DPO, to no less than twice per week while in CONTRACTOR'S program. However, if at any time the THPP-NMD Participant requests more frequent contact, the CONTRACTOR shall oblige.

8.4.1.1.1 CONTRACTOR shall maintain legible and accurate documentation of each contact.

8.4.1.1.2 CONTRACTOR shall have a written THPP-NMD Participant contact plan that outlines the procedures when NMD does not respond to contact attempts.

8.4.1.1.2.1 CONTRACTOR's plan shall include an in-person Unit visit if the THPP-NMD Participant has not responded for 72 consecutive hours, unless it is determined that an in-person Unit visit is needed sooner than 72 hours.

8.4.2 CONTRACTOR shall have in-person face to face contact with THPP-NMD Participants at least weekly. This is in addition to the daily contact that is required in Subsection 8.4.1.

8.4.3 CONTRACTOR may request written authorization from CSW/DPO to decrease this requirement to no less than twice per month for Participants who have demonstrated a higher level of independence. The reduction in weekly face to face contact does not preclude the Participant from completing at least 240 minutes of life skills training per month as required in Subsection 8.6.4.3 or meeting with Social Worker (case manager) at least 60 minutes per month.

8.4.4 Upon placement, and yearly thereafter, CONTRACTOR shall inquire about and discuss with CSW/DPO any visitation restrictions including court orders, and document conversation in TPRF.

8.4.5 CONTRACTOR shall notify the COUNTY within 24 hours whenever a THPP-NMD Participant is moved on an emergency basis from one site/home to another, or THPP-NMD Participant leaves (i.e. AWOL – 72 hours or more) the CONTRACTOR's program.

8.4.5.1 CONTRACTOR shall contact the DCFS Child Protection Hotline at (800) 540-4000 for THPP-NMD Participants placed by DCFS.

- 8.4.5.2 CONTRACTOR shall email Placement Administrative Services (PAS) at THPPNMD@probation.lacounty.gov, and notify the assigned Transition Jurisdiction Services (TJS) case carrying DPO for THPP-NMD Participants placed by the Probation Department. If the DPO cannot be reached, CONTRACTOR shall notify the TJS Supervisor at (909) 347-9128.
- 8.4.6 In cases where the CONTRACTOR has not had contact with the THPP-NMD Participant for three consecutive days, and is aware the THPP-NMD Participant has not been in their THPP-NMD unit for that amount of time, CONTRACTOR must notify the assigned CSW/PAS no later than the third day to request a hold or Stop Payment (STOP).
- 8.4.7 CONTRACTOR shall notify CPM whenever a NMD is residing in the unit less than 51 percent of the time, and shall not allow a NMD to be absent from the unit for more than 14 calendar days in a month.
- 8.4.8 CONTRACTOR shall discuss the importance of and encourage all THPP-NMD Participants to receive annual medical and dental examinations.
- 8.4.9 CONTRACTOR shall ensure that a NMD parent, whose child(ren) is/are placed in the THPP-NMD, provides care and supervision for his/her child(ren) which includes having access to appropriate medical (and dental, if applicable) care, immunizations and routine examinations.
- 8.4.10 CONTRACTOR'S Social Worker (case manager) or Social Work Supervisor shall maintain at least monthly communication with the CSW/DPO and provide information regarding THPP-NMD Participant's progress/deficiencies, and SOC 161 & TILP goal attainment.
- 8.4.11 CONTRACTOR shall be available and comply with all requests from CSW/DPO to meet in person/face to face.
- 8.4.12 CONTRACTOR shall conduct unannounced site checks when there are concerns regarding the THPP-NMD Participant's safety and well-being.
- 8.4.12.1 For co-leasing or unit-sharing THPP-NMD Participants, CONTRACTOR shall follow procedures in Exhibits A-5 and A-6.
- 8.4.13 CONTRACTOR shall respect the THPP-NMD Participants' right to privacy and, unless it is an emergency, shall knock and/or ring the door bell, and allow THPP-NMD Participant an opportunity to answer the door, and announce themselves, before entering any occupied THPP-NMD Unit.
- 8.4.13.1 For co-leasing or unit-sharing THPP-NMD Participants, CONTRACTOR shall follow procedures in Exhibit A-5 and Exhibit A-6

8.4.14 CONTRACTOR shall develop, implement, and maintain written expectations, alternatives, and consequences for THPP-NMD Participants as outlined in Title 22, Division 6 Section 86172.1. The expectations, alternatives, and consequences shall also include procedures for when THPP-NMD Participants do not attend life skills training sessions as described in Subsection 8.6.4.3 or misuse their allowance.

8.4.15 The CONTRACTOR shall not subject THPP-NMD Participants to physical or unusual punishment, humiliation, emotional or mental abuse.

8.4.16 CONTRACTOR shall consider all alternatives before relocating a THPP-NMD Participant from one Unit to another. In instances where relocation is necessary, CONTRACTOR shall:

8.4.16.1 Consider requests from CSW/DPO to relocate THPP-NMD Participant.

8.4.16.1.1 If CONTRACTOR and CSW/DPO disagree about relocating THPP-NMD Participant, CONTRACTOR shall request assistance from CPM to resolve disagreement.

8.4.16.2 Discuss relocation options with THPP-NMD Participant and CSW/DPO and obtain written permission from CSW/DPO to relocate THPP-NMD Participant.

8.4.16.3 Provide verification of CSW/DPO's agreement to relocate, and a Certificate of Compliance/approval for the new unit to the CPM.

8.4.16.4 If the THPP-NMD Participant is at risk or a risk to others or in imminent danger, the CONTRACTOR may relocate the THPP-NMD immediately.

8.4.17 If CONTRACTOR and CSW/DPO agree that relocation is necessary, but Participant refuses, CONTRACTOR shall document THPP-NMD Participant's refusal in TPRF. If CPM agrees that the situation cannot be resolved, CONTRACTOR shall provide a seven-day written notice to the CSW/DPO and CPM requesting removal of the THPP-NMD Participant. If the THPP-NMD Participant refuses to vacate the Unit, CONTRACTOR may initiate discharge process.

8.5 Required Supplies, Costs and Services

8.5.1 Personal Items at Placement

At time of placement, CONTRACTOR shall provide each THPP-NMD Participant with new full-size/standard size (not travel or promotional/trial size) items listed on the THPP-NMD Participant Unit/Furniture Inventory

(Exhibit A-9). The original Participant Unit/Furniture Inventory shall be placed in the THPP-NMD Participant's Record Folder.

8.5.1.1 CONTRACTOR shall provide appropriate personal hygiene/grooming and first aid items for infants placed with THPP-NMD Participants.

8.5.1.2 CONTRACTOR shall consider the cultural/ethnic, health, medical, including allergies, and other needs of each THPP-NMD Participant when providing personal care items.

8.5.2 Clothing

8.5.2.1 CONTRACTOR shall ensure (including contacting CSW/DPO for assistance) that upon placement of a THPP-NMD Participant, the THPP-NMD Participant and his/her child(ren), if applicable, has or shall be provided with, at minimum, the age appropriate items listed on the Participant Clothing Inventory (Exhibit A-11).

8.5.3 Food

8.5.3.1 Upon placement, CONTRACTOR shall ensure THPP-NMD Participant has a variety of nutritious food and beverages for at least seven business days. CONTRACTOR may consult with Participant about food options.

8.5.3.2 CONTRACTOR is solely responsible for incurring the cost for providing initial placement food, and this expense may not be deducted from Participant's allowance.

8.5.3.2.1 CONTRACTOR may provide grocery store gift card; however, THPP-NMD Participant must be given an opportunity to confirm the balance on the card.

8.5.3.3 Following placement, THPP-NMD Participant shall be solely responsible for purchasing his/her own food and beverages, using his/her monthly allowance.

8.5.3.4 In recurring instances, CONTRACTOR shall assist NMD with menu planning and grocery shopping, by providing a "hands-on" life skills session.

8.5.3.5 In situations where the THPP-NMD Participant does not have sufficient food and/or beverages, CONTRACTOR shall provide THPP-NMD Participant food and/or beverages to meet the regulations stated above, as outlined in the CONTRACTOR's COUNTY approved agency plan for monitoring food.

- 8.5.3.6 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 THPP-NMD Participant, unless the physician of the Participant advises otherwise.
- 8.5.3.7 CONTRACTOR shall allow a THPP-NMD Participant the opportunity to plan meals, grocery shop and store and prepare food.
- 8.5.3.8 CONTRACTOR shall allow a THPP-NMD Participant access to all meal preparation areas, appliances and utensils for meal preparation.
- 8.5.3.9 CONTRACTOR shall allow a THPP-NMD Participant the opportunity to participate in menu planning and meal preparation, but shall not require the THPP-NMD Participant to prepare meals for others except for his/her child(ren).

8.5.4 Responsibility for Utility Costs

- 8.5.4.1 CONTRACTOR shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THPP-NMD Unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit.
- 8.5.4.2 The bills for the THPP-NMD Unit shall not be in the THPP-NMD Participant's name, unless the Participant is at least 20 years old, has been in the placement with the agency for at least six months, and a determination is made that the Participant is ready to assume responsibility of bill payment. Bills in the name of Participants younger than 20 years old, will be considered on a case by case basis.
 - 8.5.4.2.1 In all circumstances, CONTRACTOR shall be the third-party guarantor on all of bills mentioned in Section 8.5.4.1.
 - 8.5.4.2.2 Prior to transferring bills into the Participant's name, CONTRACTOR shall provide training to Participant on paying bills timely, the consequences of not paying them timely, and how to transfer and terminate service. Additionally, CONTRACTOR shall ensure that Participant's monthly budget has funds allocated for each bill s/he will assume.

8.5.4.2.3 CONTRACTOR, Participant and Participant's CSW/DPO must agree to the transferring of bills, and sign an agreement that allows the Participant to inform CONTRACTOR if s/he is unable to pay the bill(s) and/or needs assistance with paying the bills.

8.5.4.3 CONTRACTOR shall follow procedures in Exhibits A-5 and A-6 for co-leasing or unit-sharing THPP-NMD Participants.

8.5.5 Communications

8.5.5.1 CONTRACTOR shall supply and maintain a minimum of one telephone, and one telephone landline, for each Unit and pay for telephone service, including unlimited nationwide long distance and voicemail (or answering machine).

8.5.5.1.1 Telephone service must be operable at all times.

8.5.5.1.2 COUNTY will review for approval any documented alternative plan (DAP) approved by CCL to allow CONTRACTOR to provide other telephone options, including voice over Internet protocol (VOIP) or cell phones in lieu of landlines.

8.5.5.1.2.1 To request approval CONTRACTOR shall submit DAP and other assurances as necessary to ensure the THPP-NMD Participant will have access to an operable telephone at all times, to CPM.

8.5.5.1.2.2 CONTRACTOR must obtain CPM approval prior to using the DAP.

8.5.5.2 Telephone line(s) must be equipped with voice mail or an answering machine so that the THPP-NMD Participant can receive messages.

8.5.5.3 CONTRACTOR shall restrict all telephone services, such as THPP-NMD Participant *69, 1-900 calling and receiving collect calls, where there are additional fees for usage.

8.5.5.4 CONTRACTOR shall provide Internet service in each THPP-NMD Unit.

8.5.5.4.1 Internet service shall be operable at all times.

8.5.5.5 If CONTRACTOR subscribes to an Internet service, it shall be readily available to the THPP-NMD Participant.

8.5.5.6 CONTRACTOR shall ensure that communications service is readily accessible to the THPP-NMD Participant in the THPP-NMD Unit.

8.5.5.7 CONTRACTOR shall allow the THPP-NMD Participant (at his/her cost) to have, Internet service, cable, a personal landline or cellular telephone service, or a personal computer for Internet access in the THPP-NMD Unit. (This provision does not absolve CONTRACTOR of responsibility for providing communications services in each THPP-NMD Unit.)

8.5.5.7.1 For co-leasing or unit-sharing THPP-NMD Participants, CONTRACTOR shall follow procedures in Exhibits A-5 and A-6.

8.5.6 Health Related Services/Emergency Medical Care

8.5.6.1 CONTRACTOR shall discuss the importance of and encourage THPP-NMD Participants to receive all necessary first aid, medical, dental, vision and mental health care, and related services.

8.5.6.1.1 CONTRACTOR shall encourage the THPP-NMD Participant to participate in individual counseling, as needed. The doctor shall be within five miles as referenced in Subsection 5.11.1, whenever possible, unless the THPP-NMD Participant chooses a provider in another location.

8.5.6.2 CONTRACTOR shall ensure that all parenting THPP-NMD Participants, including non-custodial parents who have visitation rights, of whom the CONTRACTOR has been informed in writing by the COUNTY, receive age appropriate First Aid and CPR training from persons qualified to provide such training.

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

8.5.6.4 CONTRACTOR shall assist a THPP-NMD Participant with developing the skills necessary for self-sufficiency in obtaining health services as specified in Title 22, Division 6, Section 86178, Responsibility for Providing Care and Supervision.

8.5.6.5 CONTRACTOR shall ensure a THPP-NMD Participant has access to first aid supplies appropriate to the needs of the THPP-NMD Participant.

8.5.6.5.1 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

8.5.6.5.2 CONTRACTOR shall train THPP-NMD Participant on how to monitor and replace used or expired items (see Section 4.6 for possible exception).

8.5.6.6 Upon the request of a THPP-NMD Participant with a health condition that requires prescription or nonprescription medication, CONTRACTOR's staff shall assist the THPP-NMD Participant with the self-administration of medication and injections if permitted by his/her physician.

8.5.6.7 CONTRACTOR shall ensure that the THPP-NMD Participant stores medication and injections in a manner that ensures the safety of other THPP-NMD Participants and children in the THPP-NMD Unit.

8.5.6.8 If a THPP-NMD Participant cannot determine his/her need for medication, THPP-NMD staff shall determine the need of the THPP-NMD Participant in accordance with medical instructions.

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

8.5.7 Transportation

8.5.7.1 CONTRACTOR shall refer all THPP-NMD Participants to his/her ILP TC for participation in the MTA Free TAP card program for foster and probation youth. In the event this program is no longer available or has exceeded its allotment, CONTRACTOR shall work with THPP-NMD Participant to budget funds from his/her allowance for transportation.

8.5.7.2 If the CONTRACTOR provides transportation to a THPP-NMD Participant at the request of the NMD, the CONTRACTOR shall ensure that persons who transports THPP-NMD Participants use vehicles that are in safe operating condition.

8.5.7.2.1 The CONTRACTOR and staff are prohibited from smoking, or permitting any person from smoking a pipe, cigar or cigarette containing tobacco or any other plant in a motor vehicle when minor children are present. This applies when the vehicle is moving or at rest.

8.5.7.3 Unless other arrangements are specified in the Transitional Independent Living Plan for a THPP-NMD Participant, the CONTRACTOR shall permit the THPP-NMD Participant to arrange for his/her own transportation.

8.5.7.4 A THPP-NMD Participant may, but shall not be required to, provide transportation to others in accordance with current driving laws.

8.5.8 THPP-NMD Participant Money Management

8.5.8.1 Monthly Monetary Allowance

The COUNTY reserves the right to increase and/or decrease allowance amounts. In the event CDSS increases/decreases the THPP-NMD placement rate, the COUNTY will increase/decrease the monthly allowance rate by the same percentage of the placement rate increase/decrease for each year there is an increase/decrease. The COUNTY increase/decrease will be effective January 1st of each year.

8.5.8.2 CONTRACTOR shall complete with THPP-NMD Participant a Monthly Allowance Receipt (Exhibit A-13) for each THPP-NMD Participant and file it in the TPRF.

8.5.8.2.1 Each THPP-NMD Participant must date and sign the Monthly Allowance Receipt each month acknowledging the amount received. A copy shall be given to CPM, THPP-NMD Participant and CSW/DPO by the last day of each month.

8.5.8.3 CONTRACTOR shall issue THPP-NMD Participant's monthly allowance by the 2nd and 17th of each month.

- 8.5.8.3.1 In the event these days fall on a weekend or holiday, CONTRACTOR shall provide allowance on the prior business day.
- 8.5.8.3.2 CONTRACTOR shall issue each THPP-NMD Participant's allowance directly to THPP-NMD Participant. If CONTRACTOR uses pre-paid debit cards, the cards shall not have any fees charged to the THPP-NMD Participant or depreciate in value due to non-use, and THPP-NMD Participant (excluding those with unique circumstances) shall be able to withdraw cash from the debit card. The THPP-NMD Participant shall be afforded the opportunity to confirm the amount on the card prior to signing the allowance receipt.
- 8.5.8.4 CONTRACTOR shall provide and issue a minimum monthly monetary allowance in the amount of **\$598.00** (for remote and single site models) or **\$476.00** (host family model) to each THPP-NMD Participant for (1) food, (2) laundry/dry-cleaning, (3) toiletries, (4) clothing, (5) cleaning supplies, (6) transportation, (7) recreation, (8) savings and (9) miscellaneous items. CONTRACTOR has the discretion to round-up, but may not round-down the allowance amount.
- 8.5.8.5 CONTRACTOR, as a life-skills training, may increase the minimum allowance amount provided to THPP-NMD Participant to include enough funds to pay rent to the CONTRACTOR. However, the rent may not exceed the amount of the additional allowance provided to the THPP-NMD Participant. This option is available to THPP-NMD Participants who are not co-leasing the unit with CONTRACTOR.
- 8.5.8.6 CONTRACTOR shall prorate the monthly monetary allowances for THPP-NMD 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 THPP-NMD Participant was served is the numerator and the number of days in the month is the denominator.
- 8.5.8.7 Each THPP-NMD 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 THPP-NMD Participant, such as recording dates of entry and exit.

- 8.5.8.8 CONTRACTOR shall not require THPP-NMD Participant to use his/her allowance to purchase or pay for items that CONTRACTOR is responsible to provide.

8.5.9 THPP-NMD Participant Savings Held by Contractor

- 8.5.9.1 CONTRACTOR shall automatically retain \$75 dollars per month from the Participant's allowance, and save the funds in an interest bearing savings account.
- 8.5.9.2 Unless there are extenuating circumstances, these funds will only be available upon THPP-NMD Participant's exit from THPP-NMD.
- 8.5.9.3 CONTRACTOR shall record the savings amount on the Monthly Savings Ledger (Exhibit A-14)
- 8.5.9.4 If THPP-NMD Participant decides to save money (in addition to the \$75) from his/her allowance (or another source excluding infant supplement), CONTRACTOR may save funds (and record all non-allowance deposits as "personal savings" on Savings Ledger) in an agency account where interest accrues monthly. However, CONTRACTOR shall encourage THPP-NMD Participant to save additional money in his/her personal savings account.
- 8.5.9.5 CONTRACTOR must provide a Monthly Savings Ledger (Exhibit A-14) for each THPP-NMD Participant to CPM, THPP-NMD Participant and CSW/DPO by the last day of each month.
- 8.5.9.6 If CONTRACTOR's program offers savings in addition to what the THPP-NMD Participant decides to save from his/her allowance, these funds may be included on the Savings Ledger with a deposit/withdrawal notation of "agency savings."
- 8.5.9.7 Upon exiting the program, the CONTRACTOR shall provide to the THPP-NMD Participant all money retained on his/her behalf, including all actual interest earned, and provide an ending statement which details all interest earned.
- 8.5.9.7.1 CONTRACTOR shall make every effort to provide the THPP-NMD Participant all of his/her savings upon exit. If this is not possible, CONTRACTOR shall provide all "personal savings" and at least 25 percent of remaining savings within three business days of THPP-NMD Participant's exit, and the remaining amount (minus any approved deductions) as soon as possible, and no more than seven business days

thereafter. If the agency has another housing program into which the Participant is moving, the THPP-NMD account should be closed prior to the transfer.

8.5.10 THPP-NMD Participant Monthly Budget

8.5.10.1 CONTRACTOR shall work with THPP-NMD Participant to develop and revise, as needed, a monthly budget that will help THPP-NMD Participant determine how much of his/her allowance, including savings, to allocate for each category as indicated on Exhibit A-15 (attach monthly budget to allowance receipt).

8.5.10.2 CONTRACTOR shall review and discuss this budget and the importance of saving money with THPP-NMD Participant at minimum once a month.

8.5.11 Participant Infant/Child Supplement Funds and Savings

Parenting THPP-NMD Participants, regardless of the age and dependency status of their child(ren), may be eligible for an early and monthly infant/child supplement payment (for each child).

8.5.11.1 Early Infant Supplement (EIS)

Pregnant THPP-NMD Participants in the 7th, 8th and 9th month of pregnancy, may receive \$415 each month to purchase items or services to help prepare for the birth of the baby. For example, diapers, formula, clothing, etc. EIS funds may also be used for birth preparation, parenting classes and maternity clothes.

8.5.11.1.1 EIS funds are issued directly to the THPP-NMD Participant; however, in the event the funds are issued to CONTRACTOR, agency shall provide all EIS funds to THPP-NMD, and may not require THPP-NMD to purchase furniture, equipment, supplies or linens that CONTRACTOR is responsible for providing (See Exhibit A-9).

8.5.11.2 Infant/Child Supplement Funds

8.5.11.2.1 CONTRACTOR shall inform THPP-NMD Participant of his/her right to retain 100 percent of the infant supplement, and advise him/her of the option to allow the CONTRACTOR to retain a “mutually agreed upon” portion (not to exceed 25 percent of the infant/child supplement payment received for each

child) to cover allowable expenses related to his/her placement with CONTRACTOR.

8.5.11.2.2 CONTRACTOR, on a case by case basis, may request an exception to the 25 percent by submitting a request, inclusive of supporting documentation, to CPM for review.

8.5.11.2.3 Each month, the CONTRACTOR shall provide the THPP-NMD Participant with the infant/child supplement payment received for each child or the mutually agreed amount from the previous subsection, to help pay for basic needs, such as formula, food, medicine, clothing, and diapers, etc.

8.5.11.2.3.1 CONTRACTOR shall discuss this option with THPP-NMD Participant and CSW/DPO and thoroughly explain what additional services the THPP-NMD Participant can expect to receive as a result of their mutual agreement.

8.5.11.2.3.2 CONTRACTOR may not use Infant Supplement funds to supplant private agency dollars allocated to rent single or one-bedroom units for parenting THPP-NMD Participants, as the monthly THPP-NMD payment rate includes rent and other necessities for parenting THPP-NMD Participants.

8.5.11.2.3.3 CONTRACTOR may request to use Infant Supplement funds to pay for the rental of larger units to accommodate parenting THPP-NMD Participants with multiple children.

8.5.11.2.3.4 CONTRACTOR shall follow procedures in Exhibits A-5 & A-6 for co-leasing or unit-sharing NMDs.

8.5.11.2.4 CONTRACTOR, THPP-NMD Participant and CSW/DPO shall sign the Infant/Child Supplement Mutual Agreement Form (Exhibit A-16) indicating the mutually agreed upon additional services and retained percentage amount. Exhibit A-16 shall be effective for one year and must be renewed yearly or sooner if

there is a change in agency staffing or THPP-NMD Participant parenting needs or status.

8.5.11.2.4.1 CONTRACTOR shall provide initial and renewed Infant/Child Supplement Mutual Agreement Forms along with list of additional services to THPP-NMD Participant, CSW/DPO and CPM.

8.5.11.3 Infant/Child Supplement Savings

8.5.11.3.1 CONTRACTOR shall document all savings from the infant/child supplement on the Infant/Child Supplement Savings Ledger (Exhibit A-16a) each month, and provide a copy to THPP-NMD Participant, CSW/DPO and CPM by the last day of each month.

8.5.11.3.2 THPP-NMD Participant may access his/her Infant/Child Supplement Savings at his/her discretion.

8.5.11.3.3 Infant/Child Supplement Savings shall accrue interest

8.5.11.3.4 CONTRACTOR shall make every effort to provide 100 percent of Infant/Child Supplement Savings to THPP-NMD Participant at exit, and no later than three business days of his/her exit.

8.5.12 Fines

Fines are either refundable, and returned to the Participant upon exiting THPP-NMD; or non-refundable, and paid to CONTRACTOR from Participant's personal funds, excluding money received from allowance or mandatory savings. Payment of non-refundable fines must be agreed to by the Participant and approved by CPM. In accordance with Federal guidelines, AFDC-FC funds may not be used to pay for fines. All monies provided as allowance and mandatory savings are generated from AFDC-FC funds.

8.5.12.1 All fines must be recorded on the Monthly Fines Log (Exhibit A-12) and shall be cumulative until all fines are paid.

8.5.12.1.1 Fines, both refundable and non-refundable, are limited to telephone costs above the basic telephone service costs, excessive internet and utility costs, missed life skills meetings, and destruction of property in the THPP-NMD Unit.

- 8.5.12.2 The Monthly Fines Log shall include a description of each finable offense, the amount of each fine and if the fine is refundable or non-refundable, the date of the offense, and the date, payment source, and amount of fine(s) collected.
- 8.5.12.3 CONTRACTOR shall submit the Monthly Fines Log to CPM whenever the THPP-NMD Participant has an unpaid balance. In instances where the fine balance is ongoing, the log should be cumulative and reflect payments and additional fines, as applicable. This log is due by the last day of each month.
- 8.5.12.4 Upon final payment of outstanding fines, CONTRACTOR shall submit the Monthly Fines Log indicating a zero balance to THPP-NMD Participant, CSW/DPO and CPM.
- 8.5.12.5 CONTRACTOR may charge the Participant up to \$200 per month for refundable or non-refundable fines.
- 8.5.12.5.1 Refundable: CONTRACTOR may fine Participant \$25 for each 60 minute missed life skills training.
- 8.5.12.5.1.1 CONTRACTOR shall confer with and provide written notification of impending fines to any Participant, and the respective CSW, who consistently misses life skills training prior to fining the Participant
- 8.5.12.5.2 Non-refundable: CONTRACTOR may fine Participant actual amount for Participant's willful and intentional destruction/damage to property, misuse of communication services, and/or failure to conserve energy after receiving training and written notification from the CONTRACTOR.
- 8.5.12.5.2.1 Non-refundable fines cannot be paid from the Participant's allowance or mandatory savings.
- 8.5.12.5.2.2 CONTRACTOR must have a discussion with the Participant and provide written notification to the Participant and CSW/DPO, including documentation of the baseline amounts for utilities and consequences of exceeding the baseline amounts, prior to fining the Participant.

8.5.12.5.2.3 CONTRACTOR may only fine Participants who have received life skills training on the importance of life skills meetings, energy conservation, and budgeting for telephone, internet and utility services at least two months prior to his/her incurring fines as specified in Subsection 8.5.12.1.1.

8.5.13 Recreation

8.5.13.1 CONTRACTOR shall allow THPP-NMD Participant to select and participate in activities of his or her choosing.

8.5.13.2 CONTRACTOR shall notify THPP-NMD Participant of any recreational activities arranged by its agency.

8.5.14 Housing

8.5.14.1 CONTRACTOR shall work diligently with THPP-NMD Participant and CSW/DPO and ensure that THPP-NMD Participants secure affordable housing (college housing, his/her own apartment, transition in place, or SILP) prior to exiting the THPP-NMD.

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

8.5.14.3 CONTRACTOR shall provide the opportunity for THPP-NMD Participants to transition in place and remain in their current units (or adjacent units) upon completion of THPP-NMD.

8.5.15 Dating

8.5.15.1 CONTRACTOR'S staff shall be prohibited from engaging in any form of sexual conduct or dating relationship with THPP-NMD Participants.

8.5.15.1.1 CONTRACTOR shall discuss with THPP-NMD staff, interns, and volunteers the CONTRACTOR's dating policy about dating THPP-NMD Participants.

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

8.5.16 Pregnancy and Parenting

- 8.5.16.1 CONTRACTOR shall not terminate THPP-NMD Participants based solely on being pregnant and/or parenting.
- 8.5.16.2 CONTRACTOR shall make all reasonable efforts to retain pregnant and/or parenting THPP-NMD Participants in the THPP-NMD.
- 8.5.16.3 CONTRACTOR shall make all reasonable efforts to retain pregnant and/or parenting Participants in the THPP-NMD, including allowing them to remain in their current unit or relocating them to a multi-bedroom unit.
- 8.5.16.4 Expectant and parenting THPP-NMD Participants shall be provided services that are specifically targeted at supporting, maintaining, and developing both the parent-child bond and the THPP-NMD Participant's ability to provide a permanent and safe home for their child(ren).
- 8.5.16.5 THPP-NMD Participants have the right to make their own decisions regarding family planning and child rearing options.
- 8.5.16.6 CONTRACTOR shall not impose personal opinions, values, or biases regarding family planning and child rearing options upon THPP-NMD Participants.
- 8.5.16.7 CONTRACTOR may use DCFS' Procedural Guide 0600-507.10, *Foster Youth Reproductive Health and Pregnancy* (Exhibit A-37) and *Casey Pregnant and Parenting Assessments* (Exhibit A-38) as guides when working with expectant and/or parenting THPP-NMD Participants.
- 8.5.16.8 CONTRACTOR shall ensure that the THPP-NMD Participant parent provides care and supervision for the child(ren).
 - 8.5.17.8.1 CONTRACTOR shall assist the THPP-NMD Participant with obtaining basic needs for his/her child(ren), if the infant supplement is insufficient.
- 8.5.16.9 CONTRACTOR shall provide parenting training to all THPP-NMD Participants who are parents.
- 8.5.16.10 CONTRACTOR shall provide and install all safety items to childproof the units for all custodial parenting THPP-NMD Participants.
- 8.5.16.11 CONTRACTOR shall encourage, support and allow the non-custodial parent to visit (as appropriate) with his/her child(ren) in

his/her THPP-NMD Unit without an adult being present (as appropriate) if doing so does not violate court visitation orders.

8.5.16.11.1 CONTRACTOR shall provide and install all safety items to childproof the units for all non-custodial parents who have visitation rights of whom the CONTRACTOR has been informed in writing by the COUNTY.

8.5.16.12 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 THPP-NMD Participant and/or THPP-NMD Participant's child(ren) is disabled.

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

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

8.5.16.13.2 Tiered or stacked cribs and daybeds are not permitted.

8.5.16.13.3 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.

8.5.16.13.4 Non-custodial parents shall be responsible for providing the bassinet, crib, or bed if overnight visits are requested.

8.6 THPP-NMD Participant Required Training

8.6.1 CONTRACTOR shall provide to THPP-NMD Participant life skills training throughout the term of placement in the areas described below. The trainings shall be interactive, modern and geared towards each THPP-NMD Participant's skill set, experience, learning style and interest. Training subjects shall be developed with levels (i.e. beginning, intermediate, advanced, etc.), and designed to meet the general and specific needs of transition aged-youth. Training sessions shall be offered in a group setting at least monthly and as often as possible.

8.6.2 CONTRACTOR shall offer its life skills training sessions at times that are convenient to at least 51 percent of the THPP-NMD Participants placed in its program, and at locations where the THPP-NMD Participant can get to and from it in one hour or less round-trip, via public transportation. Ideally,

the CONTRACTOR shall offer them in the morning, afternoon, evening, and on weekends, at least three times per week. (see Section 4.6 regarding possible exceptions.)

8.6.3 CONTRACTOR shall maintain legible case notes that contain information about trainings provided to the THPP-NMD Participant, dates of trainings, training subjects and THPP-NMD Participant's progress in subject area.

8.6.4 CONTRACTOR shall develop a training designed to provide THPP-NMD Participant with "hands-on" experience in managing checking/savings accounts, budgeting time and money, and how to make timely payments of financial obligations.

8.6.4.1 CONTRACTOR shall provide Training Curriculum to CPM for review no later than 30 business days after contract execution.

8.6.4.2 CONTRACTOR shall provide each THPP-NMD Participant a copy of the monthly utility bills associated with his/her Unit, and use the copies as a training tool to enhance the THPP-NMD 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.

8.6.4.2.1 In Single Site models and/or models where there is only one utility meter, CONTRACTOR may use the combined bill or other bills as part of this training.

8.6.4.3 CONTRACTOR shall provide and encourage THPP-NMD Participant to attend 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. Contractor shall provide these sessions during a convenient time and location, which does not conflict with THPP-NMD Participant participating in other activities, such as employment, education, or job skill training.

8.6.4.3.1 THPP-NMD Participant's may make-up missed life skills the following month. CONTRACTOR shall clearly document this in THPP-NMD Participant's TPRF.

8.6.4.4 All aspects of any one subject need not be covered in a single training.

8.6.4.4.1 As THPP-NMD Participant demonstrates proficiency in life skills, and in consultation with THPP-NMD Participant and CSW/DPO, CONTRACTOR may reduce, the minimum minutes of training to no less

than 120 minutes a month. The discussion with the THPP-NMD Participant and CSW/DPO must be documented in case file.

8.6.4.4.1.1 CONTRACTOR shall provide specific examples and documentation of THPP-NMD Participant's proficiency to CSW/DPO and CPM to support request. Additionally, all reports should clearly demonstrate THPP-NMD Participant's advanced progress in THPP-NMD program.

8.6.4.4.1.2 CONTRACTOR may reduce the THPP-NMD Participant's allowance up to \$25 per each life skills session missed during the month. All monies deducted are refundable and must be added to the THPP-NMD Participant's agency savings account.

8.6.4.5 All training shall be discussed in the applicable Progress Report (Exhibit A-20), and provided to THPP-NMD Participant, CPM and CSW/DPO by the last day of the following month.

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

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

8.6.5.2 The training shall be developed in collaboration with the THPP-NMD Participant and may be provided in individual or group settings.

8.6.5.3 The training conducted may be verbal and shall be conducted by 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.

8.6.5.4 Life skills training does not fulfill the requirement for CONTRACTOR's Social Worker (case manager) to meet with Participant in person at least 60 minutes per month to provide case management services to Participant. (see Section 4.6 regarding possible exceptions.)

- 8.6.6 CONTRACTOR shall provide each THPP-NMD Participant written instructions/information for each training session, which shall also include “hands-on”, practical training (i.e. opening a bank account), as appropriate.
- 8.6.7 CONTRACTOR shall offer additional monthly training/support for THPP-NMD Participants that are deficient in any areas identified by the CSW/DPO, CPM and/or THPP-NMD Participant.
- 8.6.8 Additional training shall be focused on the THPP-NMD Participant’s identified areas of need. Documentation on the training received shall be filed in the TPRF.
- 8.6.9 CONTRACTOR shall discuss the advantages and disadvantages of various storage methods and work with THPP-NMD Participant to determine his/her preferred method of receiving and storing written training materials and information.
- 8.6.9.1 CONTRACTOR shall offer the option of a 5-inch, 3-ring binder with tab dividers to categorize written training instructions/information, and provide binder to each THPP-NMD Participant who requests one.
- 8.6.10 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 TPRF.
- 8.6.10.1 CONTRACTOR shall indicate the format for each training session (individual, group, in-person, virtual instruction, self-administered instruction, etc.).
- 8.6.11 CONTRACTOR has the discretion to include additional training topics as the training descriptions herein are not exhaustive.
- 8.6.12 Money Management/Financial Literacy Skills Training
- 8.6.12.1 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) pay-day loans, (7) income taxes, including information on the Earned Income Tax Credit (EITC); (8) financing items, loans and computing interest; (9) educational/vocational loans and grants; (10) life/health insurance and retirement funds and information about purchasing U.S. savings bonds; (11) property rental; (12) purchasing property; and (13) purchasing an automobile.

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

8.6.13 THPP-NMD Participant Banking

- 8.6.13.1 CONTRACTOR shall include the nature and types of financial institutions, including banks, credit unions, online accounts, check cashing businesses, and discuss services, fees and the pros and cons of each institution.
- 8.6.13.2 CONTRACTOR shall cover checking and savings accounts, and assist the THPP-NMD Participant in establishing and managing a savings account(s) at a FDIC-insured institution of the THPP-NMD Participant's choice. If a THPP-NMD Participant requests it, CONTRACTOR shall also assist the THPP-NMD Participant in establishing a checking account at a FDIC-insured institution of the THPP-NMD Participant's choice.
- 8.6.13.3 CONTRACTOR shall assist THPP-NMD Participant in establishing a savings account, at a FDIC-insured institution of the THPP-NMD Participant's choice, for the sole purpose of saving for transition from foster care.
- 8.6.13.3.1 CONTRACTOR shall encourage THPP-NMD Participant to save at least thirty percent of his/her income in this account.

8.6.14 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 personal hygiene.

8.6.15 Nutrition and Food Management, Storage, and Preparation

- 8.6.15.1 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.
- 8.6.15.2 If at any time a THPP-NMD Participant and/or his/her child(ren) requires a special diet, the CONTRACTOR shall assist THPP-

NMD Participant by providing (or linking to) a training on preparing meals that meet the THPP-NMD Participant's or children's special dietary needs.

8.6.16 Unit Upkeep and Maintenance

8.6.16.1 Training shall include information as well as "hands-on" experience on how to properly maintain the THPP-NMD 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. Training shall also include information about the differences between daily upkeep cleaning and periodic deep cleaning.

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

8.6.17 Emergency Preparedness

8.6.17.1 CONTRACTOR shall provide emergency preparedness training at least twice per year to prepare THPP-NMD Participant for natural disasters, local emergencies, protests, and mass shootings, terrorist's attacks, etc.

8.6.17.1.1 CONTRACTOR's training shall cover how to respond to situations that occur in or around the Unit, and in public spaces.

8.6.17.1.2 CONTRACTOR shall also provide this training within 10 business days of THPP-NMD Participant's placement in its THPP-NMD.

8.6.18 Legal Rights and Community Resources

THPP-NMD 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, community resources, including social services agencies and the services they provide, legal aid resources, child care, and other available community resources.

8.6.19 Education and Career Development

Contractor shall ensure that THPP-NMD Participants who qualify as NMD due to an education participation condition are provided necessary services, including information about scholarship opportunities that will facilitate enrollment in school full-time, as defined by the educational institution (HSD/GED), or at least half-time (postsecondary).

8.6.19.1 CONTRACTOR shall allow the THPP-NMD 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 THPP-NMD Participants;
- 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.

8.6.19.2 Upon request of the THPP-NMD Participant, CONTRACTOR shall assist the THPP-NMD Participant 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

8.6.19.3 Upon request of the THPP-NMD Participant, CONTRACTOR shall assist the THPP-NMD Participant with the following steps to attending college:

- a) Application for admission
- b) Contact with Foster Youth Success Initiative (FYSI) Liaison
- c) Financial Aid
- d) THPP-NMD 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

8.6.19.4 CONTRACTOR shall review Title 22, Division 6, Chapter 7, Section 86179 for educational website links.

8.6.20 Employment

8.6.20.1 CONTRACTOR shall ensure that THPP-NMD Participants who qualify as NMD due to an employment participation condition have access to the necessary services that will facilitate the THPP-NMD Participant's employment at least 80 hours per month.

8.6.20.2 Contractor shall assist all THPP-NMD Participants who are unemployed or underemployed within seven (7) business days of entry into the Program, or within seven (7) business days of unemployment to register with CalJobs.gov and maintain documentation in the case file.

8.6.20.3 CONTRACTOR shall offer, including providing linkages, THPP-NMD Participant opportunities to develop the skills and experiences to enable him/her to obtain and maintain employment. CONTRACTOR shall encourage THPP-NMD Participant to obtain part-time employment.

8.6.20.4 CONTRACTOR shall provide training, information and experiences related to all aspects of employment and assist each THPP-NMD Participant to register at their local America's Job Center of California (AJCC) office - website: <https://www.careeronestop.org/LocalHelp/AmericanJobCenters/find-american-job-centers.aspx> or CalJobs.gov or any department sponsored employment initiatives or programs.

- 8.6.20.5 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 AJCC office and CalJobs.gov.
- 8.6.20.6 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 the Participant, and visiting the local AJCC office.
- 8.6.20.7 CONTRACTOR shall assist THPP-NMD Participant in finding part-time employment, volunteer opportunities, internships, or apprentice programs.
- 8.6.20.8 CONTRACTOR shall clearly document in TPRF all activities, programs and services sought, received and completed by THPP-NMD Participants who qualify as NMD due to participating in a program or activity designed to promote, or remove barriers to employment participation criteria.

8.6.21 Transportation, Vehicle Maintenance and Travel

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 vehicles; (4) obtaining vehicle registration/tags and licenses; (5) purchasing vehicle insurance; (6) selling a car; (7) using light rail, subway, and bus systems throughout Los Angeles County, and (8) how to travel domestically and internationally.

8.6.22 Medical and Dental Care Training

Training shall include how to receive adequate medical care, including understanding the difference between a routine, urgent, or emergency health condition, while participating in the THPP-NMD program and after transition. The training shall include, but not be limited to, the following topics:

8.6.22.1 Health Insurance

How to obtain, use and reactivate Medi-Cal, select health insurance plans offered through employment or public assistance, and obtain affordable health insurance after transition from care, including information about extended Medi-Cal benefits up to age 26.

8.6.22.2 Routine Medical Care

How to access medical care to meet THPP-NMD 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. If the Participant has an assigned doctor/dentist, reinforcing maintaining these relationships after transition out of care should be a focus of the training.

8.6.22.3 Emergency Medical Care

Emergency medical treatment instructions are to be provided to each THPP-NMD Participant.

8.6.22.3.1 Additionally, THPP-NMD 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.

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

8.6.22.3.3 If the situation is non-emergent and not life-threatening and occurs before or after regular business hours, DCFS-placed foster THPP-NMD Participant shall be informed to call the Child Protection Hotline (1-800-540-4000). Probation-placed THPP-NMD Participant shall be informed to call his/her Probation case manager during business hours.

8.6.22.4 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.

8.6.22.5 Vision

Training shall include proper eye care, including when to contact an optometrist for routine or emergency care, and, helping the THPP-NMD Participant understand the difference between an optician, optometrist and ophthalmologist.

8.6.22.6 Mental Health

Training shall include understanding mental health concerns, and symptoms of trauma, 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. Also, understanding the role of psychotropic medications, including how to advocate for, reduce or change a prescription, the importance of taking them as prescribed and the proper way to stop taking them.

8.6.22.7 Drug and Alcohol Misuse Awareness and Prevention

Training shall include understanding and recognizing the signs of drug (i.e. illicit, prescription, sniffing, etc.) and alcohol misuse, how to prevent drug and alcohol misuse and how to seek treatment. Training shall also cover available treatment modalities, current drug trends and medical marijuana.

8.6.22.8 Safe Sex and Reproductive Health

Training shall cover abstinence, celibacy, information about prevention and treatment of sexually transmitted infections (including current trends and outbreaks), conventional methods of protection during sexual intercourse, family planning, available resources and how to access services. CONTRACTOR may use DCFS' Procedural Guide 0600-507.10, *Foster Youth Reproductive Health and Pregnancy* and *Casey Pregnant and Parenting* assessments as guides.

8.6.22.9 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 THPP-NMD Participant shall be instructed to seek medical care when in doubt as to the health problem or illness.

8.6.23 Socialization Skills, Interpersonal Relationships and Self-Esteem

Training shall include, but not be limited to, socially acceptable behavior and strategies; social etiquette for interfacing with the landlord, school counselors, teachers, retailers, and the general public; conflict resolution, intimate partner violence (IPV), cultural awareness, issues of race and class and gender issues.

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

8.6.24 Permanent Adult Connection

CONTRACTOR shall assist THPP-NMD Participants in identifying permanent adult connections (PAC) and encourage ongoing contact between THPP-NMD Participant and his/her PAC. If the THPP-NMD Participant cannot identify a PAC, CONTRACTOR shall provide THPP-NMD Participant referrals to a mentoring program.

8.6.25 Goal Setting Training

CONTRACTOR shall introduce THPP-NMD Participant to the S.M.A.R.T. (Specific, Measurable, Achievable, Realistic and Time-based), or a similar goal setting method. Training shall focus goal setting and developing objectives to achieve goals that are appropriate to the developmental level of the THPP-NMD Participant. The THPP-NMD Participant shall be encouraged to set educational, employment/career, health, housing, saving, personal, social, etc. goals.

8.6.26 Time Management

Training shall include providing concrete examples and teaching THPP-NMD Participant how to become more productive by managing and prioritizing tasks, so that he/she is using his/her time effectively and efficiently.

8.6.27 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) tenant rights; (8) local and Federal programs and subsidies to purchase housing; (9) homeless assistance and programs; (10) transitional housing; (11) SILP; and (12) selecting roommates.

8.6.28 Therapeutic or Emotional Support Pets and Service Animals

Training shall include the types of pets or animals that are commonly used for support or service, and how to properly care for them. CONTRACTOR shall allow THPP-NMD Participant to have therapeutic or emotional support pets (TESP) and service animals (SA) in accordance with Americans with Disabilities (ADA) guidelines (Exhibit A-7).

8.6.28.1 CONTRACTOR shall develop guidelines that clearly explain its expectations regarding the treatment and caring for TESP or SA and the consequences for not properly caring for the TESP or SA.

9.0 REPORTING REQUIREMENTS

- 9.1 COUNTY reserves the right to change, modify, alter, revise, eliminate 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, eliminate and/or create new submission guidelines and due date conditions at any time during the contract.
- 9.2 CONTRACTOR may submit its internal documents to CPM for approval to use, if all the elements in the COUNTY reports and documents are included, and the page orientation (portrait or landscape), formatting and sequencing is similar to the COUNTY templates. However, CONTRACTORS must use Exhibits A-14, A-16a, A-26, A-27, A-32, A-34 & A-35.
- 9.3 CONTRACTOR shall collate and fasten THPP-NMD Participant reports by THPP-NMD Participant and by County department. All reports and documents, except those pertaining to entry and exit, are due by the last day of the following month, *unless otherwise noted*.
- 9.4 CONTRACTOR shall plan accordingly to ensure that CPM receives reports and documents by their designated due date. The reports shall be mailed or delivered to the CPM, or may be submitted at the THPP-NMD Providers meeting, if there is a meeting during the same month the reports are due.
- 9.5 Periodically, CPM or designee may request a document via email or fax, and CONTRACTOR shall comply accordingly.
- 9.6 All submitted documents must have the appropriate signatures (i.e. THPP-NMD Participant, agency staff, etc.) and incomplete documents (e.g. missing pages, signatures and/or information) will not be accepted. Additionally, all reports and documents completed by agency staff shall be typed (exception stated in Section 4.6).
- 9.7 Each THPP-NMD Participant must have individual reports, including monthly allowance receipts, budgets, fines 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.
 - 9.7.1 CONTRACTOR's assigned Social Worker (case manager) shall prepare and sign all THPP-NMD Participant documents and reports.
 - 9.7.2 The Social Work Supervisor or Program Administrator **and** the THPP-NMD Participant shall sign all reports. The signatures shall be deemed certification that all information and description of services provided is true, accurate, and complete for the individual THPP-NMD Participant.
- 9.8 CONTRACTOR shall provide a copy of each THPP-NMD Participant report, and other documents to THPP-NMD Participant, and his/her CSW/DPO, by the last day of the following month, unless otherwise stated herein.

9.9 CONTRACTOR shall maintain documentation in each TPRF or agency files to confirm that reports/documents have been submitted to CPM, THPP-NMD Participant and CSW/DPO as required.

9.10 Progress Reports for THPP-NMD Participants

9.10.1 Initial Report

CONTRACTOR shall complete an Initial Report (Exhibit A-20) for each THPP-NMD Participant in its care. The report shall cover THPP-NMD Participant's first full month in THPP-NMD, and must be submitted to the CPM, THPP-NMD Participant and CSW/DPO no later than 45 business days from initial placement.

9.10.2 Quarterly Report

CONTRACTOR shall complete a Quarterly Report (Exhibit A-20) during each reporting month (January, April, July and October) on each THPP-NMD Participant whose been in its care at least 45 business days or more (excluding NMDs who are exiting from the program), and submit it to CPM, THPP-NMD Participant and his/her CSW/DPO by the last day of the following month.

The January report shall cover THPP-NMD Participant's progress from October 1 through December 31; the April report shall cover THPP-NMD Participant's progress from January 1 through March 31; the July report shall cover THPP-NMD Participant's progress from April 1 through June 30; and the October report shall cover THPP-NMD Participant's progress from July 1 through September 30.

9.10.2.1 In the instances where the THPP-NMD Participant's court date falls 30 business days or less prior to the due date of the Quarterly Report, the CONTRACTOR will prepare and submit the Updated Report to the CPM and CSW/DPO. The Updated Report must be submitted to the CPM and CSW/DPO no less than 45 business days before the court date to allow time for the CSW/DPO to incorporate the information into the THPP-NMD Participant's Court Report.

9.10.2.2 CONTRACTOR is only required to submit THPP-NMD Participant's initial Quarterly Report to CPM.

9.10.2.3 CONTRACTOR is not required to complete Quarterly Reports for THPP-NMD Participants 20.5 or older.

9.10.4 Transition Report

9.10.4.1 For THPP-NMD Participant's 20.5 and older, the CONTRACTOR shall complete and submit to CSW/DPO, THPP-NMD Participant, and CPM a Transition Report (Exhibit A-20) that describes the THPP-NMD Participant's progress towards transitioning, and efforts made by CONTRACTOR each month to assist the THPP-NMD Participant with transitioning from the THPP-NMD.

9.10.4.1.1 CONTRACTOR shall also convene a transition meeting with THPP-NMD Participant, CSW/DPO, CPM and other relevant parties when THPP-NMD Participant is between 20 and 20.4 years old.

9.10.4.1.2 CONTRACTOR is not required to complete a Transition Report on THPP-NMD Participants who are exiting the program during the same month.

9.10.4.1.3 CONTRACTOR shall submit the Transition Report by the 15th of the following month.

9.10.4.1.4 CONTRACTOR may incorporate into their plan and meeting schedule County-required plans or meetings for youth 20 years and older who are transitioning out of care.

9.10.5 Termination Report

CONTRACTOR shall notify CPM (by telephone or email) within 24 business hours of a THPP-NMD Participant's discharge from its THPP-NMD.

9.10.5.1 Upon a THPP-NMD Participant's replacement, termination, or transition from its THPP-NMD, CONTRACTOR shall prepare and submit, to CPM and CSW/DPO, a Termination Report (Exhibit A-20).

9.10.5.2 The termination report shall be strength-based, accurately reflecting THPP-NMD Participant's successful and challenging progress.

9.10.5.3 The report shall include, but not be limited to, a succinct and comprehensive summary of the THPP-NMD Participant's progress in the THPP-NMD program, the reason for the THPP-NMD Participant's termination, services provided by CONTRACTOR, trainings received, status of achieving initial and final AB 12 (SOC 161) and TILP goals, other accomplishments, and any other information required by COUNTY.

- 9.10.5.4 The termination report shall also include the length of time the THPP-NMD Participant was in the program, name and relationship of Permanent Adult Connection, final savings amount, copies of any certificates or diplomas earned by Participant and his/her exit destination.
- 9.10.5.5 CONTRACTOR shall attach copies of the THPP-NMD Participant's final Savings Ledger, Fines Log, all savings disbursement check(s) with THPP-NMD Participant's signature, and Exit Assessment to the Termination Report.
- 9.10.5.6 CONTRACTOR shall submit Termination Report and all accompanying documents within 21 business days of Participant's exit from program.

9.10.6 Needs and Services Plan

- 9.10.6.1 Program Administrator or social work personnel shall complete a Needs and Services Plan (NSP, Exhibit A-20), for a THPP-NMD Participant that is consistent with the TILP of the THPP-NMD Participant. The THPP-NMD Participant shall participate in the development of the NSP. The NSP shall contain the planned length of placement, including the discharge plan, current service needs, plans for providing services to meet the identified service needs and any other relevant information.
- 9.10.6.2 The initial NSP shall be completed within 30 business days of placement. The NSP shall be reviewed (with THPP-NMD Participant and CSW/DPO) at least every six months to determine the THPP-NMD Participant's need for continuing services and the need for modification of services. If it is determined that the TILP, and hence the NSP, requires modification, CONTRACTOR shall contact the CSW/DPO to request a new TILP. CONTRACTOR shall obtain written approval from the CSW/DPO before implementing any modifications to the NSP.
- 9.10.6.3 The initial and modified NSPs shall be signed by the CONTRACTOR, THPP-NMD Participant and CSW/DPO. CONTRACTOR shall provide a signed copy of all initial and modified NSP's to THPP-NMD Participant and CSW/DPO.

9.10.7 Special Incident Reports

- 9.10.7.1 CONTRACTOR shall submit a Special Incident Report (SIR) (via iTrack) to the CPM, CSW/DPO, CCL, and law enforcement on an as-needed basis.

- 9.10.7.2 CONTRACTOR shall e-mail an alert on the same day an incident occurs, and submit the SIR no more than 24 business hours thereafter.
- 9.10.7.3 CONTRACTOR shall submit an addendum to SIR updating status of the non-minor dependent and agency's plan to assist the non-minor dependent with reported incidents. This addendum shall be completed as soon as possible and within seven business days of the initial SIR.
- 9.10.7.4 The SIR should be succinct, objective and factual. SIRs are not case or therapy notes and should focus on: what happened, who was involved, how are the involved parties doing and what action the CONTRACTOR took. Addendums should focus on providing updates on any pending actions reported on the SIR.
- 9.10.7.5 The reportable incidents shall include, but are not limited to, the following:
- a) Death of a THPP-NMD Participant.
 - b) Any suspected physical or emotional abuse of a THPP-NMD Participant.
 - c) Any injury to or illness of a THPP-NMD Participant that requires emergency medical treatment or hospitalization.
 - d) Any unusual incident that involves a THPP-NMD Participant and threatens the physical or emotional health or safety of the THPP-NMD Participant or anyone in the THPP-NMD Unit.
 - e) Any prolonged absence or failure to return to the THPP-NMD Unit lasting more than 72 hours that involves a THPP-NMD Participant and threatens the physical or emotional health or safety of the THPP-NMD Participant.
 - f) Poisonings, which shall also be reported immediately to the local fire authority. In areas not having organized fire services, a report shall be made to the State Fire Marshal within 24 hours after the event occurs.
 - g) Fires or explosions which occur in or on the premises.
 - h) Significant changes in facility status or organization, e.g., change in Board of Directors, deaths of CONTRACTOR personnel, legal actions against CONTRACTOR, etc., and
 - i) Significant incidents that involve the community near the THPP-NMD administrative, sub-administrative or residential units, and may have serious impact on the residents.
 - j) Violations of any licensing regulation by the service provider.
 - k) Delinquent acts of violence/property damage by the Participant.

- l) Threats of physical violence by the THPP-NMD Participant or others.

9.11 Agency Reports

9.11.1 Weekly Occupancy Report

CONTRACTOR shall email its occupancy numbers to thpp@dcfs.lacounty.gov and THPPNMD@probation.lacounty.gov, by close of business every Friday.

9.11.2 THPP-NMD Referral Log

CONTRACTOR shall complete and email a Referral Log (Exhibit A-35) indicating the number of referrals received and the status of said referrals.

9.11.2.1 The report shall be emailed in Excel to thpp@dcfs.lacounty.gov and THPPNMD@probation.lacounty.gov on the 2nd and last Monday of each month.

9.11.3 Agency Monthly Report

CONTRACTOR shall complete and email an Agency Monthly Report (Exhibit A-27 – see Exhibit A-28) for each month that there are Participants in its program.

The report shall be emailed in Excel to thpp@dcfs.lacounty.gov and THPPNMD@probation.lacounty.gov, by the 5th of each month or the next business day if the 5th falls on a holiday or weekend.

9.11.4 Monthly Census Report

CONTRACTOR shall maintain and provide a Monthly Census Report (Exhibit A-32) indicating occupancy, and all units in its inventory for prior month.

The report shall be emailed in Excel to thpp@dcfs.lacounty.gov and THPPNMD@probation.lacounty.gov, by the 5th of each month or the next business day if the 5th falls on a holiday or weekend.

9.11.5 Annual Report

CONTRACTOR shall complete an Annual Report (Exhibit A-26) describing services provided to the THPP-NMD Participants in its care during the prior calendar year (see Exhibit A-25 for guidelines).

- 9.11.5.1 The report shall be emailed in Excel to thpp@dcfs.lacounty.gov and THPPNMD@probation.lacounty.gov by March 1st of each year.

10.0 THPP-NMD PARTICIPANT RECORD KEEPING AND MONITORING

- 10.1 CONTRACTOR shall monitor and document in TPRF Participant's progress while in THPP-NMD. Nothing in this SOW shall be construed to relieve the CONTRACTOR of maintaining supervision over each THPP-NMD 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:

10.2 Record Keeping

CONTRACTOR shall maintain legible verification of all efforts to obtain TILP and other documents from CSW/DPO and COUNTY supervisors and managers. In the event CSW/DPO is non-responsive, CONTRACTOR shall contact the supervisor of the CSW/DPO. If the supervisor is non-responsive, CONTRACTOR shall contact the supervisor's manager. CONTRACTOR may contact CPM for names and contact information of supervisors and managers, and for assistance, as necessary.

10.2.1 THPP-NMD Participant Record Folder (TPRF)

- 10.2.1.1 CONTRACTOR shall maintain an accurate, complete, and up-to-date TPRF on each THPP-NMD Participant as required by Title 22, Division 6, Chapter 7, Section 86170, and COUNTY requirements as described herein. These records shall be available for review by the COUNTY at all times.
- 10.2.1.2 The TPRF shall include, but not be limited to, all documents and reports, pertaining to the THPP-NMD Participant and his/her child(ren).
- 10.2.1.3 All records shall be in sufficient detail to permit the COUNTY to conduct an evaluation of the services provided.
- 10.2.1.4 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.
- 10.2.1.5 CONTRACTOR shall exercise discretion 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.

- 10.2.1.6 When a THPP-NMD Participant permanently leaves the THPP-NMD placement, CONTRACTOR shall give any original and photocopied records that belong to a THPP-NMD Participant to the THPP-NMD Participant or to the CSW/DPO.

10.3 Monitoring

10.3.1 Monitoring of Monthly Allowance

- 10.3.1.1 CONTRACTOR may require the THPP-NMD Participants to provide receipts for items purchased with their allowance, as a life skills training.
- 10.3.1.2 CONTRACTORS shall work with THPP-NMD Participant to develop a monthly budget and shall review and discuss this budget with Participant at least monthly.

10.3.2 Monitoring of Participant Clothing and Personal Items

CONTRACTOR shall assist Participant in safeguarding his/her personal items. In instances where Participant is AWOL, on vacation, or is incarcerated and will likely exit the program, CONTRACTOR is responsible for safeguarding his/her personal items for up to 14 business days, and working with the CSW/DPO to get the personal items to the appropriate staff.

- 10.3.2.1 CONTRACTOR shall encourage (provide Clothing Inventory Form and offer to assist) Participant to monitor personal items at least quarterly, using the Clothing Inventory form to ensure s/he has adequate and seasonally appropriate clothing. CONTRACTOR shall document its efforts in the TPRF.
- 10.3.2.2 CONTRACTOR shall coach and train each THPP-NMD Participant to have at least three outfits suitable for employment before transitioning from the THPP-NMD program. CONTRACTOR shall assist THPP-NMD Participant if necessary, in budgeting and purchasing the three required outfits using his/her THPP-NMD monthly clothing allowance.
- 10.3.2.3 When a THPP-NMD Participant has his/her child(ren) placed with him/her, CONTRACTOR shall assist THPP-NMD Participant in monitoring his/her child(ren)'s clothing.
- 10.3.2.4 CONTRACTOR shall encourage (provide THPP-NMD Participant Unit/Furniture form and offer to assist) THPP-NMD Participant to monitor personal items at least quarterly, using the THPP-NMD Participant Unit/Furniture form, and use 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.

- 10.3.2.5 When THPP-NMD Participant is placed with his/her child(ren), CONTRACTOR shall assist THPP-NMD Participant in monitoring personal care/hygiene and first aid items required for the care of the child.

10.3.3 Monitoring of THPP-NMD Participant's Food Management

- 10.3.3.1 CONTRACTOR shall provide a written plan to the CPM, within 30 business days of execution of this Contract, describing how the availability of food will be monitored for each THPP-NMD Participant, how each THPP-NMD Participant's (and child's, if applicable) dietary needs, including any special needs are met.

- 10.3.3.2 The CONTRACTOR's plan shall include remedies to supply food if the THPP-NMD Participant runs out of food during the month, the plan shall specify if CONTRACTOR will provide supplemental allowance and/or food and/or beverages to the THPP-NMD Participant and his/her child(ren).

10.3.3.2.1 COUNTY will not approve plans that include referring the Participant to a food bank as an option. However, CONTRACTOR may provide training about utilizing food banks as a resource as part of their life skills training.

10.3.4 Monitoring of Unit Furniture Condition

- 10.3.4.1 CONTRACTOR shall use the Participant Unit/Furniture Inventory form (Exhibit A-9) to monitor the condition of the furniture in each Unit on a quarterly basis as well as when any THPP-NMD Participant enters or leaves the program and/or Unit.

- 10.3.4.2 The THPP-NMD Participant Unit/Furniture Inventory Form (Exhibit A-9), 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.

- 10.3.4.3 Copies of the Participant Unit/Furniture Inventory form shall be signed and dated by the CONTRACTOR and THPP-NMD Participant, and shall be filed in the TPRF following each quarterly review and/or entry/exit of a THPP-NMD Participant.

10.3.5 Monitoring of THPP-NMD Participant's Communications Costs

- 10.3.5.1 CONTRACTOR is responsible for supplying Internet service and maintaining telephone service with unlimited nationwide long distance. These services shall be in the name of the CONTRACTOR and not the THPP-NMD Participant.
- 10.3.5.2 CONTRACTOR's Internet service should have enough data and speed to allow the THPP-NMD Participant to complete educational and employment activities.
- 10.3.5.3 THPP-NMD Participant shall only be responsible for costs beyond the established baseline charges.
- 10.3.5.4 CONTRACTOR shall submit a written plan to the CPM, within 30 business days of Contract execution, describing how it will monitor THPP-NMD Participant's telephone and Internet usage, and payment of THPP-NMD Participant's communication costs.
- 10.3.5.5 If a THPP-NMD Participant's portion of the communications package is more than the maximum amount of \$200 per month, a payment plan shall be made for the THPP-NMD Participant to reimburse the CONTRACTOR from Participant's funds, excluding allowance and mandatory monthly savings.
- 10.3.5.6 THPP-NMD Participants shall receive a copy of the monthly bill identifying the charges s/he is responsible for prior to remitting payment.
 - 10.3.5.6.1 CONTRACTOR shall also file a copy of the monthly bill in the THPP-NMD Participant's TPRF.

10.3.6 Monitoring of THPP-NMD Participant Chores Related to Unit Upkeep

- 10.3.6.1 CONTRACTOR shall address and document concerns regarding upkeep of the Unit, noted during routine unit checks with the THPP-NMD Participant during case management and develop a plan with the THPP-NMD Participant toward completion/compliance expectations.

10.3.7 Monitoring of THPP-NMD Participant's Medical Treatments, Medications and Therapy.

- 10.3.7.1 The CONTRACTOR shall assist THPP-NMD Participant with the monitoring of his/her medical treatments, medications, and therapy if requested by THPP-NMD Participant. A Safety Meeting should convene if any concerns are noted by the CONTRACTOR.

10.3.7.2 The CONTRACTOR shall maintain a Medical Record Folder for each THPP-NMD Participant who requests assistance with monitoring his/her medical/dental care, including medications, and therapy. The folder shall include, but is not limited to, Medication Dispensing Log (Exhibit A-18), copies of all THPP-NMD Participants' medical information, record(s) of medication(s) the THPP-NMD Participant has received, and THPP-NMD Participant's Medication Log (Exhibit A-17) for all medications prescribed.

10.3.7.3 CONTRACTOR shall ensure that a NMD parent, whose child(ren) is/are placed in the THPP-NMD, provides care and supervision for his/her child(ren), which may include educating the NMD about how to access medical and dental care, as required by Title 22, Division 6, Chapter 7, Section 86178(b).

10.3.8 Monitoring of THPP-NMD Participant's Educational Progress

10.3.8.1 CONTRACTOR shall offer and help THPP-NMD Participants who qualify as THPP-NMD Participant due to an education participation condition to receive the necessary services that will facilitate the THPP-NMD Participant's enrollment in school fulltime (HSD/GED), as defined by the educational institution, or at least halftime (postsecondary).

10.3.8.2 The following only applies to THPP-NMD Participants who are working towards obtaining their high school diploma or GED certificate.

10.3.8.2.1 CONTRACTOR, with permission from the THPP-NMD Participant, shall contact each THPP-NMD Participant's school counselor at least monthly to discuss the THPP-NMD Participant's current high school credits and achievement level.

10.3.8.2.2 CONTRACTOR, with permission from the THPP-NMD Participant, shall request assistance from THPP-NMD Participant's school teachers in providing appropriate homework and education enrichment activities to assist the THPP-NMD Participant in completion of high school requirements and postsecondary education planning.

10.3.8.2.3 CONTRACTOR, with permission from the THPP-NMD Participant, shall contact each THPP-NMD Participant's school to obtain school records, and place these records in the TPRF. Each THPP-NMD

Participant's school credit record and CONTRACTOR's assessment of the credits shall be available for review by the COUNTY upon request.

10.3.8.2.4 Educational activities encompass a variety of areas related to the individual needs of the THPP-NMD Participant and should build on the THPP-NMD 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.

10.3.8.2.5 CONTRACTOR shall also ensure that each THPP-NMD Participant is properly represented by CONTRACTOR's Social Worker, or another appropriate staff responsible for the THPP-NMD Participant, in school-parent meetings, open houses, etc. in accordance with the educational case plan developed by CSW/DPO.

10.3.8.2.6 CONTRACTOR shall also ensure that services and supports are offered to meet the needs of the THPP-NMD Participant as defined in the THPP-NMD Participant case plan.

10.3.8.2.7 CONTRACTOR shall encourage each THPP-NMD Participant to spend at least two hours each day including weekends, if necessary, to complete homework assigned by the THPP-NMD Participant's school.

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

10.3.8.2.9 CONTRACTOR shall provide the above assistance to THPP-NMD Participants who are experiencing academic challenges/difficulties and to THPP-NMD Participants who are attending postsecondary institutions, if THPP-NMD Participant requests assistance.

10.4 Discharge and Removal of a THPP-NMD Participant

For co-leasing THPP-NMD Participants, see Exhibit A-5.

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

10.4.1 CONTRACTOR shall use progressive discipline, as indicated below, when considering the non-emergent discharge of a THPP-NMD Participant.

10.4.1.1 CONTRACTOR shall convene **case conferences** with THPP-NMD Participant, agency staff and CSW/DPO to discuss concerns regarding the THPP-NMD Participant's compliance with the program requirements and to inform THPP-NMD Participant that s/he is at risk of being discharged.

10.4.1.2 CONTRACTOR shall convene **staffing meetings** with agency staff and CPM or designee to discuss concerns regarding the THPP-NMD Participant's compliance with the program requirements and to discuss options to help THPP-NMD Participant remain in the program.

10.4.1.3 CONTRACTOR shall convene **stabilization meetings** with THPP-NMD Participant, agency staff, CSW/DPO and CPM or designee to discuss concerns regarding the THPP-NMD Participant's progress in the program and to develop a stabilization or transition plan for THPP-NMD Participant.

10.4.1.3.1 The stabilization plan is only effective for 30 business days and only covers the issue(s) discussed at the meeting.

10.4.1.3.1.1 On a case by case basis, the stabilization plan may be extended by the CONTRACTOR for an additional 14 business days after consulting with CPM and CSW/DPO.

10.4.1.3.2 CONTRACTOR shall convene another stabilization meeting to discuss new issues, or to develop a transition plan if the stabilization plan has expired and Participant remains non-compliant.

10.4.1.3.3 CONTRACTOR and CPM shall work together to develop a stabilization or transition plan for Participants who choose not to participate in the stabilization meetings.

10.4.2 CONTRACTOR shall verbally notify the CPM or designee and CSW/DPO immediately if CONTRACTOR believes an emergent discharge of a THPP-NMD Participant is necessary.

10.4.2.1 If a THPP-NMD Participant is removed under emergency circumstances, CONTRACTOR shall follow the procedures in Subsection 8.4.5 and inform the THPP-NMD Participant, CSW/DPO, CPM or designee, and CCL that the THPP-NMD Participant shall be or has been removed from the THPP-NMD.

10.4.3 CONTRACTOR shall document in the TPRF any verbal conversations with the THPP-NMD 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.

10.4.4 The CONTRACTOR shall notify the CPM or designee, CSW/DPO and THPP-NMD Participant at least three business days in advance to participate in the meeting. The COUNTY and CONTRACTOR shall agree on the outcome or resolution to the problem.

10.4.5 CONTRACTOR shall submit a written follow-up of the agreed upon outcome to the THPP-NMD Participant, CSW/DPO, and CPM or designee within seven business days after resolution of the situation.

10.4.6 If the CONTRACTOR determines that situations that might lead to the discharge of a THPP-NMD Participant from the THPP-NMD program cannot be resolved or that the THPP-NMD Participant cannot be stabilized, CONTRACTOR shall contact CPM or designee explaining efforts made to stabilize THPP-NMD Participant to prevent loss of placement.

10.4.6.1 If CPM or designee agrees that such situations cannot be resolved, CONTRACTOR shall provide a seven calendar day written notice to the THPP-NMD Participant, CSW/DPO, CCL, and CPM or designee requesting that the THPP-NMD Participant be removed from the THPP-NMD Program before the seven calendar days have expired.

10.4.6.1.1 The notification shall state the reason for discharge, with specific facts about any circumstance or event that resulted in the pending discharge of the THPP-NMD Participant.

10.4.6.1.2 CONTRACTOR shall verbally inform THPP-NMD Participant of his/her right to file a grievance in accordance with CONTRACTORS Grievance Policy as specified in its THPP-NMD Plan of Operation.

Additionally, CONTRACTOR shall attach a copy of the Grievance Policy, including any necessary forms to THPP-NMD Participant's copy of the seven calendar day notice.

10.4.6.1.3 CONTRACTOR shall verbally inform THPP-NMD Participant of his/her right to file an Advocacy Review request, and provide THPP-NMD Participant with the Advocacy Review Form (Exhibit A-22). If filed, any timeframe for discharge is put on hold pending the resolution of the grievance.

10.4.6.2 If the CPM or designee disagrees with the CONTRACTOR to provide a seven calendar day notice, a stabilization meeting shall be scheduled with the CPM or designee, THPP-NMD Participant, CSW/DPO and CONTRACTOR to ascertain if the placement can be maintained under specific conditions.

10.4.7 CONTRACTOR shall contact the appropriate agency listed below if CONTRACTOR determines that a removal must occur after normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday) or on COUNTY holidays.

- a) For THPP-NMD Participants, CONTRACTOR may contact the Child Protection Hotline at (800) 540-4000.
- b) For THPP-NMD Participants who are referred under W&IC 450 – Transition Jurisdiction, CONTRACTOR should call nearest Psychiatric Emergency Team's Mental Evaluation Team police or Sheriff agency or 911, when a THPP NMD Participant is a danger to self or others.

10.4.8 CONTRACTOR shall also immediately notify the CPM or designee and CSW/DPO when THPP-NMD Participant needs to be removed after hours and/or on COUNTY observed holidays.

10.4.8.1 The CPM or designee will provide the CONTRACTOR a list of holidays observed by COUNTY upon execution of this Contract.

10.5 If a THPP-NMD Participant becomes incarcerated while placed in the program, CONTRACTOR shall notify CSW/DPO and CPM or designee immediately. Further, should THPP-NMD Participant remain incarcerated beyond the arraignment hearing, CONTRACTOR shall consult with CPM or designee regarding terminating THPP-NMD Participant from program.

11.0 THPP-NMD PARTICIPANT PERFORMANCE EVALUATION AND ASSESSMENT

11.1 Entry Assessment

Upon placement of a THPP-NMD Participant, CONTRACTOR shall ensure each THPP-NMD Participant completes an Entry Assessment (Exhibit A-29). CONTRACTOR shall file the completed Entry Assessment in the TPRF and attach a copy to the initial progress report.

11.2 Casey Life Skills Assessment

Contractor shall ensure that each THPP-NMD Participant takes the Casey Life Skills Assessment (Exhibit A-30), or other COUNTY approved assessment, within 45 business days of admission and annually within 45 business days of THPP-NMD Participant's entry date anniversary thereafter to measure the THPP-NMD Participant's progress in the THPP-NMD program.

11.2.1 CONTRACTOR shall have the THPP-NMD Participant complete the assessment online at (<http://lifeskills.casey.org/>) and incorporate the assessment results into the THPP-NMD Participant's case management and like skills training.

11.2.2 CONTRACTOR shall attach THPP-NMD Participant's initial automated Casey Life Skills Assessment report to Initial Report, and provide annual reassessment to the Participant, CSW/DPO and CPM within 45 business days of entry date anniversary.

11.3 Exit Assessment

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

11.3.2 CONTRACTOR shall attach Exit Assessment to THPP-NMD Participant's Termination Report.

11.4 Aftercare Follow-up and Tracking

11.4.1 CONTRACTOR shall have a plan to track and maintain contact with THPP-NMD Participants for 12 months following the THPP-NMD Participant's exit of the THPP-NMD program.

11.4.2 CONTRACTOR shall submit its Aftercare Follow-Up Plan to CPM within 30 business days of the execution of this Contract.

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

11.4.4 CONTRACTOR shall contact former THPP-NMD Participants at 30 days, 90 days, six months, and 12 months following exit from the THPP-NMD program.

11.4.4.1 Aftercare services may be discontinued if the NMD exits to another housing program **and** is in the same housing program 90 days after exiting from the THPP-NMD.

11.4.5 CONTRACTOR shall document at least two attempts to contact former THPP-NMD Participants at each interval, including the outcome of the attempts and methods used (i.e. telephone, mail, social media, etc.).

11.4.6 CONTRACTOR shall make at least two attempts, via different communication methods (i.e. telephone, email, U.S. mail etc.), to contact THPP-NMD Participants at each interval.

11.4.7 CONTRACTOR shall provide community resources and referrals to services whenever possible to former THPP-NMD Participants. CONTRACTOR shall document the assistance requested, offered, and/or provided.

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

11.5 Success Stories

11.5.1 On an annual basis, and by March 1st of each year, CONTRACTOR shall report to the CPM, in writing and, if possible, include additional legible documentation such as copies of certificates, awards, or newspaper articles, on current/former THPP-NMD Participants that have achieved personal or professional goals/achievements for which the CONTRACTOR may be directly or indirectly responsible.

11.5.2 Such goals/achievements include, but are not limited to, THPP-NMD Participant's acknowledgement for achievements by schools, community recognition/awards or employment recognition, receiving educational/vocational scholarships, promotions, obtaining a postsecondary or vocational degree/certificate, completing an apprentice program, etc.

12.0 **QUALITY ASSURANCE AND FAILURE TO PERFORM**

12.1 Within 30 business 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.

- 12.2 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 as indicated in Section 4.6.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 In the event the COUNTY deems that CONTRACTOR is not satisfying its responsibilities contained in this Contract or that CONTRACTOR's work fails to comply with the provisions of this SOW, the CPM shall notify the CONTRACTOR in writing of the improvements needed.
- 12.7 The CPM may request a Corrective Action Plan (CAP). 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).
- 12.8 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 CPM's response to CONTRACTOR's CAP.
- 12.9 CONTRACTOR shall respond to the CPM in the time period specified, regarding the specific corrective actions the CONTRACTOR has taken.

13.0 SITE INSPECTIONS

- 13.1 COUNTY will conduct annual site inspections to confirm that Units have the minimum required items, items are in good and usable condition, and to assess the living Unit for health and safety compliance.
- 13.2 Priority will be given to newly acquired Units, and Units that had prior findings.
- 13.3 COUNTY reserves the right to inspect up to 100 percent of CONTRACTORs THPP-NMD Units.

- 13.4 COUNTY will provide site inspection tool to CONTRACTOR in advance of site inspections.
- 13.5 CONTRACTOR will have an opportunity to rectify initial deficits before COUNTY prepares a final site inspection report.
- 13.6 CONTRACTOR shall provide a CAP when the final site inspection report contains findings.

14.0 PERFORMANCE OUTCOME GOALS

- 14.1 Safety: THPP-NMD Participants shall reside in a safe environment and be free from abuse and neglect.
- 14.2 Well Being/Self-Sufficiency: THPP-NMD 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 – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PART C – SECTION 1.0 – SAFETY

PERFORMANCE OUTCOME SUMMARY – SAFETY		
PERFORMANCE OUTCOME GOALS: THPP-NMD 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	CONTRACTOR shall maintain 100% of the housing sites, such that 100 percent of THPP-NMD Participant units will be in accordance with Contract expectations.	Site Inspections; Technical Reviews; iTrack
Substantiated allegations of abuse and/or neglect	A zero (0) percent tolerance of substantiated abuse and/or neglect allegations.	CWS/CMS; iTrack
Units approved by CCL and certified by Contractor	100 percent rate of Contractors will have a current and valid THPP-NMD license and Certificate of Compliance for each site while providing THPP-NMD services for the County.	CCL Facility Evaluation Report, License; Certificates of Compliance, Technical Review
Criminal clearances, training and certification for all staff and volunteers	100 percent of Contractor's staff/volunteers will have background clearances, training, etc., and be certified by the CONTRACTOR prior to having contact with THPP-NMD Participants.	Contractor's Certification Letter, Technical Review
Annual medical and dental examinations	100 percent of THPP-NMD Participants will have a current health/education passport or similar record; or will have case documentation confirming CONTRACTOR	DCFS 561 (a & b) Participant Reports; Technical Reviews

	encouraged Participant to obtain annual examinations.	
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PART C – SECTION 2.0 – WELL-BEING/SELF-SUFFICIENCY

PERFORMANCE OUTCOME SUMMARY – WELL-BEING/SELF SUFFICIENCY		
PERFORMANCE OUTCOME GOALS: THPP-NMD Participants shall 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
THPP-NMD Participation Condition (Attachment III)	100 percent of THPP-NMD Participants will have an identified NMD condition documented in their case files.	Technical Reviews
Progress Toward Identified THPP-NMD Conditions #1-4	<p><u>1) Completing HSD or GED</u></p> <p>75 percent or 10 percent increase of preceding year THPP-NMD Participants, whichever is less, will complete high school or an equivalent program.</p> <p><u>2) Enrolled in post-secondary or vocational institution</u></p> <p>75 percent or 10 percent increase of preceding year THPP-NMD Participants, whichever is less, will be enrolled in college or vocational education program at least part-time.</p> <p><u>3) Removing barriers</u></p> <p>75 percent or 10 percent increase of preceding year THPP-NMD Participants, whichever is</p>	<p>THPP-NMD Participant and Annual Reports</p> <p>Technical Reviews</p>

	<p>less, will have reduced barriers to employment as evidenced by 90 consecutive days of employment, and/or completion of at least three (3) of the activities listed in Exhibit A, Attachment III "Examples of Programs and Activities Designed to Promote or Remove Barriers to Employment."</p> <p><u>4) Employed at least 80 hrs per month</u></p> <p>75 percent or 10 percent increase of preceding year THPP-NMD Participants, <u>whichever is less</u>, will be employed at least 80 hours per month.</p>	
Documented THPP-NMD Medical Condition #5	100 percent of THPP-NMD Participants will have a reason for medical exemption documented in their case files.	Technical Reviews
Monthly Life Skills Training	100 percent of THPP-NMD Participants will be offered life skills training.	THPP-NMD Participant Reports and; Technical Reviews
Individualized Training	100 percent of THPP-NMD Participants with an identified need will be offered individualized training.	THPP-NMD Participant Reports and Technical Reviews
Identified Permanent Adult Connection	75 percent of THPP-NMD Participants will have an identified permanent adult connection, or have	THPP-NMD Participant Reports, and Technical Reviews

	been linked to a mentoring program, upon exit from the THPP-NMD.	
Housing	51 percent of THPP-NMD Participants shall transition to affordable or stable housing, i.e. own apartment, transition in place, college housing, or SILP.	Termination Reports, Technical Reviews

PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
1	Monitoring of each THPP-NMD Participant's progress.	100% of the THPP-NMD Participant receive ongoing monitoring and supervision	County will monitor the CONTRACTOR's performance by reviewing records, interviewing personnel and THPP-NMD Participants, or convening meetings 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 12.0. 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	Maintaining accurate, complete, and current THPP-NMD Participant folders for each THPP-NMD Participant.	100% of the THPP-NMD Participant have THPP-NMD Participant folders		
3	Providing educational, employment, and other support to assist with completion of the TILP goals.	100% of THPP-NMD Participant TILPs will have provider input.		
4	Providing a monthly allowance.	100% of the THPP-NMD Participant receive monthly allowances		

PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
5	Providing at least 240 minutes of life skills workshops monthly or have a written exception from CSW/DPO for fewer minutes.	100% of the THPP-NMD Participant will be offered life skills training	County will monitor the CONTRACTOR's performance by reviewing records, interviewing personnel and THPP-NMD Participants, or convening meetings 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 12.0.
6	Submitting reports to the County Program Manager for each THPP-NMD Participant	CONTRACTOR shall ensure that reports are submitted for 100% of the THPP-NMD Participant		Failure to meet the performance standard could result in a program review and implementation of an administrative remedy(ies) as outlined in Attachment M.
7	Depositing funds from monthly allowance into an agency interest bearing savings account for each THPP-NMD Participant.	CONTRACTOR shall ensure funds are deposited for 100% of the THPP-NMD Participant		
8	Ensuring that all housing sites are in compliance and maintained.	CONTRACTOR shall maintain 100% of the housing sites, such that 100 percent of THPP-NMD Participant units will be in accordance with Contract expectations.		

SPAMAP



Los Angeles County
Department of Children and Family Services



EXTENDED FOSTER CARE DEFINITIONS OF THE FIVE PARTICIPATION CONDITIONS:

A non-minor dependent shall meet the eligibility standard for Extended Foster Care (EFC) or a non-minor former dependent for extended payment benefits for Adoption Assistance Program (AAP) or Kinship Guardianship Assistance Payment Program (Kin- GAP) by participating in at least one of the following five conditions. The non-minor dependent's plan of participation shall be described in his or her Transitional Independent Living Case Plan shall include a written description of the services that will help the non-minor dependent which provides the basis for the six month certification of eligibility made by the placing agency's case manager to the eligibility worker and the court. During the six month certification period, the non-minor dependent shall report to his or her worker any changes in the participation plan and they shall work together collaboratively to ensure ongoing eligibility as the non-minor dependent assumes increasing levels of responsibility and independence.

"Transitional Independent Living Case Plan" is the non-minor dependent's case plan, updated every six months, that describes the goals and objectives of how the non-minor will make progress in the transition to living independently and assume incremental responsibility for adult decision making, the collaborative efforts between the non-minor and the social worker, probation officer, or Indian tribe and the supportive services as described in the Transitional Independent Living Plan (TILP), which is part of the case plan, to ensure active and meaningful participation in one or more of the participation conditions.

To the extent possible, verification for all 5 conditions should be obtained in the manner that respects the non-minor dependent's privacy and the confidentiality of their foster care status by enabling the non-minor dependent to utilize whatever verification the employer or internship commonly provides and without asking the non-minor to obtain any special documentation that may impinge on his/her privacy.

(1) Completing secondary education or a program leading to an equivalent credential.

In order to satisfy the criteria of completing secondary education, the non-minor dependent must be enrolled in a secondary school or a program leading to an equivalent credential. Enrollment can be in a public high school, charter high school, an alternative high school, a nonpublic school, adult education classes, or any other course of study leading towards completion of a high school diploma, General Equivalency Degree, High School Proficiency Certificate, or High School Completion Certification. Enrollment is deemed continuous during any summer or other scheduled break in the school program.

A non-minor dependent who is participating in special education activities as described in his/her Individualized Education Plan (IEP) is deemed to be in compliance with this participation condition.

Verification of enrollment can be satisfied by requesting that the Participant provide proof of enrollment that indicates the courses that the student is enrolled in. Acceptable documentation

could include, but is not limited to, an unofficial transcript; an electronic copy of the non-minor dependent's current course schedule, or a letter from the institution or other similar documentation.

Examples of How a Non-Minor Dependent Meets Requirement for Completing High School or Secondary Education

In order to be considered participating in a program that is leading towards completion of a high school or secondary education, the youth can be doing one of the following (including but not limited to):

1. Independent study
2. Nonpublic School
3. Public High School
4. Home Schooling
5. Private High School
6. Alternative High School/Continuation School
7. Special Education Classes
8. Adult School (to complete GED)

(2) Enrolled in an institution which provides postsecondary or vocational education.

In order to satisfy the criteria of enrollment in an institution which provides post- secondary or vocational education a non-minor dependent must be enrolled at least half- time. In most institutions, including the California public college and university systems, this will consist of enrollment in at least six semester course units or quarter course equivalent. In some cases, a different standard of tracking enrollment may be utilized by an institution, such as some vocational courses which define enrollment in "clock hours" rather than credits, and the half-time standard should be applied accordingly.

Further, satisfaction of the enrollment requirement does not require formal admission to an institution and includes situations where a student is enrolled in individual courses without being enrolled in the institution, such as University extension courses. Courses taken at any institution which is licensed to operate in the State of California, or taken at a comparable institution located or licensed to operate in another state, shall count towards the participation requirement. Non-minor dependents can take coursework at multiple institutions to equal the half-time standard.

If a non-minor must take remedial courses as a pre-requisite to enroll in standard general education coursework, these courses are also eligible even if they do not meet the standard amount of units as other coursework (three units per class). In these cases, the part-time equivalent of two courses would apply and qualify the non-minor as meeting the postsecondary education requirements.

This provision also applies to Participants on a summer or other scheduled school breaks or who are awaiting admissions determinations or pending enrollment in courses. Official school breaks do not disqualify youth from meeting the eligibility criteria.

Participants who are enrolled in post-secondary education or vocational training at less than half time, but in at least one course, do not qualify under this participation condition, but can qualify for EFC benefits under participation condition #3 (an activity designed to promote, or remove barriers to employment).

Additionally, if a student drops courses mid-term (whether considered voluntary or involuntary) this shall not result in automatic disqualification from EFC benefits. The non-minor dependent should be given a reasonable amount of time to start participation in a different participation condition. Participation in condition #3 is the best option to transition a non-minor dependent into another participation condition or to bridge the gap if he/she wants to enroll in classes again the next semester.

Verification of enrollment at a post-secondary or vocational institution can be made by requesting that the Participant provide proof of enrollment that indicates the credit and non-credit courses that the student is enrolled in. Acceptable documentation could include, but is not limited to, an unofficial transcript, an electronic copy of the student's current course schedule, or a letter from the institution or other similar documentation. Official transcripts are not required.

Examples of How a Non-Minor Dependent Meets the Postsecondary Education/ Training Requirements:

Eligible Institutions:

Eligible Institutions include, but are not limited to:

- All public postsecondary systems in California (Community College, California State University and University of California);
- All public postsecondary systems outside of California (Community Colleges and Universities);
- Schools approved by the Bureau for Private Postsecondary Education;
- Schools accredited through the Western Association of Schools and Colleges;
- Schools approved or accredited through a similar body in another state;
- Courses taken through correspondence or on-line studies that are affiliated with a licensed institution count towards the participation requirement.

Unavailable Coursework

If a non-minor dependent is unable to enroll in any coursework due to required classes being full, participation condition # 3 should be used for supporting the non-minor dependent until the non-minor dependent can enroll in the next available semester. Additionally, if a non-minor dependent is only able to enroll in one course and does not meet the part-time requirement,

the non-minor dependent is eligible under participation condition #3 and this should be documented on the Transitional Independent Living Case Plan if it is not already listed as a back-up plan.

Impact of Dropping Courses

If a student drops courses mid-term (whether considered voluntary or involuntary), this shall not result in automatic disqualification from AB12 benefits. If this happens, it is best to use the back-up plan of participation condition #3. If the non-minor dependent does not wish to do this, then the court must review the circumstances surrounding the student's decision to determine if the non-minor dependent can maintain eligibility until there is opportunity to re-enroll in the following term. There are many factors that may result in failing to complete courses in which they enrolled. Circumstances that would be considered as extenuating factors could include, but are not limited to:

- a. The student has learning disabilities or mental health issues (diagnosed or undiagnosed) that prevented the student from successfully completing the coursework.
- b. A personal or family emergency, such as the loss of housing, family illness, medical emergency, or intervention by the young person's family of origin interfered with the student's ability to complete coursework.
- c. A lack of affordable childcare interfered with the student's ability to attend classes or complete coursework.
- d. The courses in which the student enrolled were inappropriate for his/her skill level and the student must first take remedial classes or access tutoring services in order to successfully complete college level coursework.
- e. A delay in financial assistance or other financial hardship presented a barrier to completing coursework.

(3) Participating in a program or activity designed to promote, or remove barriers to employment.

A program or activity designed to promote, or remove barriers to employment is an individualized program based on a youth centered assessment of skills and needs. These activities could be self-directed, completed in conjunction with a non-minor dependent's caregiver or social worker, or part of an organized program. Unpaid employment, internships, volunteer activities, vocational rehabilitation or participation in a substance abuse program also meet this participation condition.

A non-minor dependent shall be deemed participating in a program or activity designed to promote, or remove barriers to employment as long as the youth is working toward meeting goal(s) in his/her Transitional Independent Living Case Plan by participating in an Independent

Living Program activity or a program that moves the youth forward in reaching a goal on his/her TILP. See Attachment C for sample activities.

A non-minor dependent who is meeting eligibility requirements solely through this participation condition should be working toward developing skills that will help him/her to transition to the education or employment participation condition to ensure that he/she is adequately prepared to transition to independence at the end of his/her time in EFC. This participation condition is intended to help bridge gaps in a non-minor dependent's readiness for achieving more responsibility in college, vocational school or employment. For non-minor dependent's meeting eligibility solely through this requirement, at the six-month certification period it should be considered if the non-minor dependent can successfully move to another eligibility condition.

This participation condition should always be used as a back-up plan for the non-minor dependent's TILP in case the non-minor dependent intentionally or unintentionally experiences a break in participation in an educational or employment activity part way through the six month eligibility certification period. For example, the non-minor dependent quits his/her job but does not have other employment lined up.

For a non-minor who is re-entering foster care after a break, the initial meeting with the social worker to select the participation activity satisfies the requirement of removing barriers to employment. However, the non-minor must begin participating in the activity within a reasonable amount of time after Re-Entry.

Verification for this condition will vary depending on the activity that non-minor dependents are participating in. A certificate of completion for a class or training is sufficient for more formal or structured programs. However, as this category is very broad, verification can also be as flexible as documentation in a case manager's notes when the NMD shows the case manager a revised resume or discusses the outcome of job searches and/or interviews.

Examples of Programs and Activities Designed to Promote or Remove Barriers to Employment

The program or activities designed to remove barriers to employment that the youth participates in may include, but not be limited, to:

- job skill classes/training;
- distance learning;
- on-line tutorials;
- job shadowing;
- mentoring;
- volunteering;
- internship and apprenticeship;
- resume/interview skills classes/training;
- career exploration classes/training/programs;
- dress/hygiene/health care management classes/training/;
- counseling/therapy;

- social skills classes/training/programs;
- anger management classes/training/programs;
- substance abuse treatment;
- mental health treatment,
- domestic violence/date violence programs,
- teen parent classes or programs,
- navigating public transportation,
- registering and participating with the One Stop,
- budget and money management classes/training/programs,
- driver's education,
- enrolled in ILP or participating in ILP,
- Workforce Investment Act case management,
- Enrollment in at least one course at college or a vocational program for credit or non- credit,

Non-credit courses which count towards the participation requirement include, but are not limited to, the following classifications of courses:

- o Basic Skills
 - o Developmental or Remedial Education
 - o English as a Second Language (ESL) courses
 - o College and Career Planning or College Success Skills Courses
 - o Workforce Preparation Courses
 - o Education Programs for Persons with Substantial Disabilities or Home Economics Careers and Technology
 - o Not-for-credit Vocational Programs
 - o Courses taken through University of California Extension or Cal State Open University
- Other such activities designed to promote or remove barriers to employment.

(4) Employed for at least 80 hours per month.

In order to satisfy the criteria of employed for at least 80 hours a month a non-minor dependent must be engaged in full or part time employment activities which includes, but is not limited to paid internships, apprenticeships, Ticket to Work (for individuals receiving Supplemental Security Income), or work study programs. The non-minor dependent can be engaged in a combination of paid employment activities at one or more places of employment in order to meet the 80 hours a month requirement. As long as the non-minor dependent is scheduled to work at least 80 hours a month, he/she shall be deemed to meet this participation condition even if the non-minor dependent does not actually work that number of hours due to holidays, illness, approved vacation (by employer) or other circumstances beyond the Re-Entry Youth's control. Any earned income shall be disregarded for purposes of eligibility determination as specified in the non-minor dependent's TILP.

Verification of employment for at least 80 hours per month may include, but not be limited to, providing a copy the non-minor dependent's work schedule, pay stubs, a statement of

hiring from the employer, or a statement of acceptance from the apprenticeship or internship program.

Examples of Resources and Work Programs

1. Job Corps
2. VISTA
3. Workforce Investment Boards
4. One Stops
5. Ticket to Work

(5) Incapable of doing any of the activities described in subparagraphs (1) to (4), inclusive, due to a medical condition, and that incapability is supported by regularly updated information in the case plan of the non-minor dependent.

In order to satisfy the eligibility criteria, set forth in W&IC Section 11403 (b)(5), two determinations must be made. First, a non-minor dependent must have a “medical condition.” Second, the medical condition must render the minor incapable of doing any of the activities described in subparagraphs (1) to (4). A “medical condition” is a physical or mental state that limits a non-minor dependent’s ability to participate in any of the activities described in subparagraphs (1) through (4), as verified by a healthcare practitioner. A healthcare practitioner is defined as any individual provider who is licensed or otherwise authorized by the state, county or city in which the provider is located to provide services related to physical or mental health. If a non-minor dependent does not undertake remedial measures to treat a verified medical condition, he or she will still be deemed to have a qualifying medical condition under this subparagraph.

A non-minor dependent is deemed “incapable of doing any of the activities described in subparagraphs (1) to (4)” if he or she cannot consistently meet the criteria of subparagraphs (1) to (4) due to the documented medical condition.

Verification that a non-minor dependent cannot consistently meet the full requirements of subparagraphs (1) to (4) can be satisfied by written documentation by a healthcare practitioner which explains that one of the reasons that the non-minor is unable to meet the criteria of subparagraphs (1) to (4) is because he or she has a “medical condition” as defined in this subsection. A non-minor dependent who is eligible for a disability program including, but not limited to, Supplemental Security Income, Social Security Disabled Adult Child benefits, State Disability Insurance, or Regional Center Services, may have a medical condition that fits under this participation condition if the medical condition renders him/her incapable of participating in an education plan to complete high school (or equivalent), attend college or vocational school at minimum part-time or maintain part-time employment.

The non-minor dependent is deemed eligible for extended benefits under this section upon a verification of eligibility for such a condition. Verification of disability benefits status may include an award letter, notice of action or copy of the check or benefit identification card.

The non-minor dependent, unless incapable, is responsible for obtaining and providing the social worker or probation officer with one of the following: (1) the written verification from a healthcare practitioner stating that the non-minor dependent has a medical condition and that he or she cannot consistently meet the full requirements of subparagraphs (1) to (4) or (2) the verification of the non-minor dependent's disability benefits status. If the non-minor dependent is incapable of obtaining verification the caregiver or social worker will need to assist the non-minor or obtain the verification.

Note: These definitions were developed collaboratively with CDSS, CWDA, sponsors of AB 12, county representatives and stakeholders.

PLACEHOLDER FOR
EXHIBITS A-1 THROUGH A-39

STATEMENT OF WORK
EXHIBITS A-1 THROUGH A-39

**TRANSITIONAL INDEPENDENT LIVING PLAN
(TILP)**

State of California – Health and Human Services Agency

California Department of Social Services

TRANSITIONAL INDEPENDENT LIVING PLAN & AGREEMENT

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

Address: _____

Phone Number: _____ Text OK?: ☐ Email 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/Probation Officer 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/Probation Officer: 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 CWS/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 Room and Board Financial Assistance |
| • ILP Mentoring | • ILP Transitional Housing, THP, THP Plus |
| • ILP Education | • ILP Home Management |
| • ILP Education Post Secondary | • ILP Time Management |
| • ILP Education Financial Assistance | • ILP Parenting Skills |
| • ILP Career/Job Guidance | • ILP Interpersonal/Social Skills |
| • ILP Employment/Vocational Training | • ILP Financial Assistance Other |
| • ILP Money Management | • ILP Transportation |
| • ILP Consumer Skills | • ILP Other (Stipends/Incentives) |
| • ILP Health Care | |

- ☐ 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/probation officer 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 for postsecondary education/training. (WIC 16001.9)

State of California – Health and Human Services Agency

California Department of Social Services

Youth: _____ Date of Birth: _____ Age: _____

Case Worker Name: _____ Case Worker Phone: _____

Case Worker Email Address: _____

TILP 6-month timeline: _____ to _____.

Date Independent Living Needs Assessment completed: _____.

☐ Based on the assessment of my level of functioning, the following transitional goals and activities meet my current needs.

☐ I will participate in Independent Living Program (ILP) services to help meet my goals.

Goal	Activity	Responsible Parties	Planned Completion Date	Progress Date
Goal #1:				<input type="checkbox"/> Met Goal Date: _____ <input type="checkbox"/> Satisfactory Progress. <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #2:				<input type="checkbox"/> Met Goal Date: _____ <input type="checkbox"/> Satisfactory Progress. <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #3:				<input type="checkbox"/> Met Goal Date: _____ <input type="checkbox"/> Satisfactory Progress. <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #4:				<input type="checkbox"/> Met Goal Date: _____ <input type="checkbox"/> Satisfactory Progress. <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.

Comments:

State of California – Health and Human Services Agency

California Department of Social Services

Youth: _____ Date of Birth: _____ Age: _____
Case Worker Name: _____ Case Worker Phone: _____
Case Worker Email Address: _____

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

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/Probation Officer Signature*_____
*Date***Voter Registration Info:****Secretary of State Voter Registration**www.sos.ca.gov/elections/voter-registration**Secretary of State Voter Information Contact**www.sos.ca.gov/elections/contact/email-elections-division**Secretary of State Voter Hotline****(800) 345-VOTE(8683)**

Copies to: Youth

Caregiver

Case File

ILP

PLACEMENT AGENCY -- THP PLUS FOSTER CARE PROVIDER AGREEMENT NONMINOR DEPENDENT PLACED BY AGENCY IN THP PLUS FOSTER CARE PROVIDER

NAME OF YOUNG ADULT	THP PLUS FC PROVIDER NAME
BIRTH DATE OF YOUNG ADULT	DATE PLACED WITH THP PLUS FC PROVIDER
CASE NUMBER	DATE FIRST ENTERED FOSTER CARE AS YOUNG ADULT

The Placement Agency will pay \$ _____ per month in return for the above-named young adult's care and supervision as defined in Welfare and Institutions Code 11403.2 and other applicable law and regulations. First payment to be made within 45 days after placement with subsequent payments to be made monthly.

PLACEMENT AGENCY AGREES TO	THP PLUS FOSTER CARE PROVIDER AGREES TO
<ol style="list-style-type: none"> 1. The placing agency will obtain from the young adult all appropriate releases of information relevant to this placement in order to provide the THP PLUS Foster Care provider with knowledge of the background and needs of this young adult. This may include, based on the young adult's consent, a social work assessment, medical reports, educational assessment psychiatric/psychological evaluations, identification of special needs, and the young adult's TILP. This shall be made available to the provider within 14 days from date of placement. 2. Inform the provider, before placement, of this young adult's behaviors and proclivities that might be harmful to others. 3. Work with the provider in the development and progress of a transition plan. The county placing agency will notify and invite the provider to participate in any young adult and family team meetings to discuss the young adult's transition plan. 4. Work with provider staff toward successful completion of the young adult's needs and services plan, a positive placement outcome and timely permanency for the young adult. 5. Work together with the provider to develop and maintain positive relationships with the young adult's siblings, and other family members. 6. Maintain monthly contact with the young adult. 7. Continue paying for the young adult's care as long as the young adult remains in placement or in the temporary absence of the young adult, when the placing agency asks the provider to retain an open placement. 8. Provide the young adult with his or her Medi-Cal card or proof of other medical coverage. 9. Inform the provider of the county clothing allowance policy and provide the funding consistent with those policies. 11. Verify and remit/reconcile any underpayments within 45 days of provider notification of such underpayments. 12. Notify the provider within 12 months of suspected overpayments, in accordance with applicable laws and regulations. 13. Provide arrangements for educational travel to the young adult's secondary school of origin, as appropriate. 14. Provide a contact telephone number for emergencies and after business hours: Emergency # _____ 	<ol style="list-style-type: none"> 1. Provide this young adult with a transitional housing site that has been certified to care for the young adult's needs in accordance with applicable laws and regulations. 2. Conform to applicable approval standards regulations and all laws governing foster care. 3. Notify the placing agency within 24 hours of the provider having knowledge (unless there is a separate written agreement with the placing agency) by phone followed in writing of significant changes in the young adult's health, behavior or location as well as significant issues including suspected physical or psychological abuse, death, injury, unusual incidents, unusual absence of a young adult, placement issues, changes to work or school participation and all items required by approval standard regulations. 4. Work together with the placing agency to encourage the maintenance of permanent connections with the young adult's family members, and other significant adults, as indicated in the transition plan, and/or young adult and family teams whenever possible. 5. Use constructive alternative methods of harm reduction; not use corporal punishment; deprivation of meals, monetary allowances, threat of discharge or any degrading or humiliating punishment. 6. Respect and keep confidential information given about this young adult. 7. Work with the placing agency to develop and submit to them a transition plan that develops an understanding of the responsibilities, objectives and requirements of the agency in regard to the care of this young adult, including the information listed on the reverse side of this form, within 30 days of placement of the young adult. The transition plan shall be updated at least every six months. 8. Written progress reports on the transition plan progress shall be provided at least every six months or more frequently by mutual agreement. 9. Give placing agency 7 day notice of intent to discharge or move this young adult. Notify the placing agency of any intended move of this young adult between certified sites prior to the move. The provider has the authority to move a young adult in the case of imminent risk to the young adult or others in the household. The provider shall notify the placing agency within 24 hours of such move. 10. Provider social worker shall visit this young adult in private in their site at the frequency specified in the provider's plan of operation. 11. Provide state and federal agencies access to records as provided by state and federal law. 12. Follow any requirements associated with the county's clothing allowance policy and procedures. 13. Remit any overpayment in full to the county welfare department upon receipt of a notice of action or following the completion of due process. 14. Inform county upon discovery of any apparent overpayment. 15. Immediately notify the placing agency of any changes to the young adult's secondary educational travel plans (if appropriate).

Initial transition plan summary shall include:

- A. Medical and Dental needs
- B. Psychological/psychiatric issues identified
- C. Staffing review summaries
- D. Educational /employment assessment
- E. Peer adjustment
- F. Relationship to adults identified as potential permanent connection
- G. Involvement in recreation programs
- H. Behavior Problems impacting house rules
- I. Educational and employment objectives (goals established for next 3 months)
- J. Long-range goals including anticipated length of placement
- K. Tasks planned to reach educational and employment objectives and goals as defined in the young adult's TILP and who will be performing these tasks, including agency service activity
- L. Identification of unmet needs
- M. Involvement of young adult in the transition program

Periodic update of transition plan shall include:

- A. Current status of young adult's physical and psychological health as well as access to medical and dental exams
- B. Reassessment of young adult's adjustment to the placements, transitional program, peers and school/work
- C. Progress toward short-term objectives and long-range goals as defined in the young adult's TILP 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 transition plan, tasks to be performed and anticipated length of placement
- F. Involvement of young adult in transition program
- G. Plan to exit foster care to sustainable housing and incremental steps made towards independence.

By this signature I attest that I have read this agreement and agree to fulfill these requirements and I am authorized on behalf of my agency to sign this. The terms of this agreement shall remain in force until changed by mutual consent, in writing, of both parties.

YOUNG ADULTS'S PLACEMENT WORKER NAME		PHONE	
PRINT:	SIGNATURE:	()	
COUNTY AND NAME OF AGENCY	TITLE	DATE	
THP+FC PROVIDER'S/REPRESENTATIVE'S NAME		PHONE	
PRINT:	SIGNATURE:	()	
NAME OF AGENCY	TITLE	DATE	
AGENCY ADDRESS			

SIX-MONTH CERTIFICATION OF EXTENDED FOSTER CARE PARTICIPATION

Instructions: The purpose of this form is for the social worker/probation officer (SW/PO) to certify a nonminor's participation in extended foster care (EFC) activities and transmit it to the eligibility worker (EW).

Nonminor's name: _____ Case Number: _____ DOB: _____

I. Nonminor's transitional independent living plan (TILP) was updated on _____. Nonminor's six-month plan to meet participation is: (DATE)

- ☐ Primary participation activity in # _____ with backup plan in participation # _____.
- ☐ Combination of activities in participation # _____ and participation # _____.
- ☐ Incapable of doing activities in participation activity #1 through #4 due to a medical condition.

Participation Activities

1. Complete secondary education/equivalent credential.
2. Enroll in post secondary/vocational education institution.
3. Participating in activity designed to promote or remove barriers to employment.
4. Employed at least 80 hours per month.
5. Incapable of doing any activities in number (1) to (4) due to medical condition.

II. Certification

- ☐ **Nonminor dependent:** I certify the nonminor dependent is eligible for EFC based on the updated TILP for the next six-month period. Regular updates on participation will be verified and documented in the Child Welfare Services/Case Management System (CWS/CMS) Contact Notebooks and SW/PO court reports with the six-month case plan updates. Should the juvenile court terminate jurisdiction of the nonminor, I will notify the EW immediately.
- ☐ **Ward of nonrelated legal guardian:** I certify the nonminor is eligible for EFC based on the updated TILP for the next six-month period. Regular updates on participation will be verified and documented in the Child Welfare Services/Case Management System (CWS/CMS) Contact Notebooks and the six-month case plan updates. Should the nonminor cease eligibility for EFC, I will notify the EW immediately.

SW/PO Name: _____

SW/PO Signature: _____ Date: _____

The SW/PO must send this Certification Form to the EW.

Received by:

EW Name: _____

EW Signature: _____ Date: _____

Copies must be kept in SW/PO and EW case files.

MUTUAL AGREEMENT FOR EXTENDED FOSTER CARE

I have met with a county case worker (social worker or probation officer) to talk about voluntarily staying in foster care after turning 18 years old. I want to continue to stay in foster care after I turn 18 years old.

I am asking the county case worker for a foster care placement (such as a foster home, relative's home, foster family agency home, short-term residential therapeutic program (STRTP) or group home, transitional housing program, a supervised independent living placement or with my nonrelated legal guardian), as described in my Placement Agreement.

I understand that I am voluntarily staying in foster care as an adult. The benefits of staying in foster care include having safe and stable housing and having help from a county case worker to meet my needs and plan for my future.

INITIAL

— I agree to meet face to face with my county case worker at least once a month and update my permanency goals and my Transitional Independent Living Plan (TILP) at least once every six (6) months.

— I agree to do one or more of the following as described in my TILP to be eligible to stay in foster care:

1. Finish high school or get my California High School Equivalency Certificate (GED), or
2. Enroll in college, community college or a vocational education program, or
3. Participate in a program or activity to help me find and keep a job (for example: computer class, job search, job training, career counseling, volunteer work, etc.), or
4. Have a paid job and work at least 80 hours per month, or
5. I am unable to do any of the above due to a verified medical condition, including mental health conditions.

— I agree to work on completing the goals in my TILP, and to:

1. Talk to my county case worker at least once a month to report on my progress and any problems I am having in meeting the goals in my TILP.
2. Provide verification of my participation in one of the five eligibility conditions listed above.
3. Tell my county case worker as soon as possible, but no later than my monthly contact with my county case worker, about any changes in how I am meeting one of the five eligibility conditions listed above.
4. Tell my county case worker as soon as possible, but no later than my monthly contact with my county case worker, about any changes to my income (from work or any other source such as social security or disability benefits, grants and scholarships).
5. If I am in a county supervised placement such as a foster home, living with a relative, foster family agency home, in a short-term residential therapeutic program (STRTP) or group home, in transitional housing, or in a supervised independent living placement:

- I understand that the juvenile court will be supervising my case, and I agree to take part in six-month Review Hearings, either in person or by telephone, or communicate my needs with my attorney AND
 - I understand that if I don't participate in my TILP that a court hearing may be set to possibly close my case.
 - I understand that I will receive written notices of action (NOAs) and that I can appeal these actions.
6. If I am voluntarily living with my juvenile court appointed nonrelated legal guardian:
- I understand that the county case worker will be supervising my case, and I agree to participate in updating my six-month TILP; AND
 - I understand that if I don't participate in one of the five eligibility activities as described in my TILP, the county agency may stop payments and recommend my case be closed. I understand that I will receive written NOAs and that I can appeal these actions.
- I agree to live in an appropriate approved or licensed foster care placement and agree to:
1. Tell my county case worker about any problems with my placement and work with my case worker to find solutions.
 2. Make sure my county case worker always has a way to contact me, and tell my case worker within one week if my phone number, mailing address, or other contact information changes.
 3. Tell my county case worker within 24 hours after I complete a planned move to a new placement, or move out of my current placement for any other reason.
 4. I understand that if I leave my foster care placement, the foster care funding will be stopped until I am residing in another approved placement.
- I understand that if I leave extended foster care, I can petition the juvenile court for re-entry to foster care and receive assistance from the county agency with filing the petition if I am under the age limit.
- I understand that the following conditions would make me ineligible to remain in foster care:
- Active duty military service, or other military service if I cannot meet with my county case worker at least once a month.
 - Incarceration (sentenced to confinement)
- The county agency agrees to:
1. Help me develop and achieve my goals for stable and permanent housing and independent living, as described in my TILP.
 2. Review the goals in my TILP and update them at least every six months.
 3. Help me find an appropriate approved or licensed placement (such as foster home, relative's home, short-term residential therapeutic program (STRTP) or group home, transitional housing program, or supervised independent living placement or remain with my nonrelated legal guardian).
 4. Help me stay eligible for extended foster care by responding to any problems I have reported and help me find services and supports to meet my needs and maintain eligibility.
 5. Help me develop a Shared Living Agreement, as needed, and help resolve any problems that arise with my placement.
 6. Ensure that I have Medi-Cal or other health insurance, and help me get medical, dental, and/or mental health care as needed.

State of California – Health and Human Services Agency

California Department of Social Services

7. Tell me about any changes to my foster care benefits and give me information about the procedure to appeal a decision to either cut off or reduce my benefits.
8. Make sure I have contact information for my attorney, and information about upcoming juvenile court hearings, and how to participate in these hearings as applicable.

The undersigned agrees to foster care placement and supervision by the _____
County Agency.

Print Nonminor's Name:	Case Worker's Name:	Supervisor's Name:
Nonminor's Signature:	Case Worker's Signature:	Supervisor's Phone Number:
Nonminor's Contact Phone Number:	Case Worker's Phone Number:	Tribal Authority Name:
Date:	Date:	Tribal Authority Phone Number:

NOTE: If nonminor dependent (NMD) signs form prior to their 18th birthday, a new one must be signed after the NMD's 18th birthday.

Are You Registered to Vote? Access to voter information and registration can be found at the following links:

- [Secretary of State Voter Registration](#)
- [Secretary of State Voter Information Contact](#)

Secretary of State Voter Hotline: (800) 345-VOTE (8683)

VOLUNTARY RE-ENTRY AGREEMENT FOR EXTENDED FOSTER CARE

I have met with a county case worker (social worker or probation officer) to talk about voluntarily re-entering foster care as an adult former foster youth who is under age 21. By signing this agreement, I understand I am voluntarily agreeing to re-enter foster care placement.

I agree to be placed in a supervised foster care setting (such as a foster home, relative's home, foster family agency home, short-term residential therapeutic program (STRTP) or group home, transitional housing program, a supervised independent living placement or with my juvenile court appointed nonrelated legal guardian), as described in my Placement Agreement under the placement and care responsibility of the _____ County _____ department.

I understand that my Aid to Families with Dependent Children – Foster Care (AFDC-FC) benefits will begin to be paid as of the date I sign this agreement or the date I am placed in a supervised foster care setting, whichever is later.

I understand that I am responsible for completing, with assistance from my county case worker, the application for AFDC-FC payments and providing information and documentation about my status as a former dependent child or ward of the juvenile court, and my current income and assets, as required, as a child-only case.

I agree to participate with my county case worker in filing a petition in juvenile court so that the court may resume jurisdiction over my case by finding that it is in my best interests to re-enter foster care.

I agree to work collaboratively with my county case worker to develop my transitional independent living case plan and Transitional Independent Living Plan (TILP) within 60 days of signing this agreement.

I understand the benefits of re-entering foster care include having safe and stable housing and having help from a county case worker to meet my needs and plan for my future.

— I agree to meet face to face with my county case worker at least once a month and update my permanency goals and my TILP at least once every six months.

— I agree to immediately begin to do one or more of the following to be eligible to re-enter foster care:

1. Finish high school or get my California High School Equivalency Certificate (GED), or
2. Enroll in college, community college or a vocational education program, or
3. Participate in a program or activity to help me find and keep a job (for example: job search, job training, career counseling, etc.), or
4. Have a paid job and work at least 80 hours per month, or
5. I am unable to do any of the above due to a verified medical condition, including mental health conditions.

— I agree to work on completing the goals in my TILP, and to:

1. Talk to my county case worker at least once a month to report on my progress and any problems I am having in meeting the goals in my TILP.
2. Tell my case worker as soon as possible, but no later than my monthly contact with my county case worker, about any changes in how I am meeting one of the five eligibility conditions listed above.
3. Tell my county case worker as soon as possible, but no later than my monthly contact with my case worker, about any changes in my income (from work or any other source such as social security or disability benefits, grants and scholarships).
4. If I am in a county supervised placement such as a foster home, relative's home, foster family agency home, short-term residential therapeutic program (STRTP) or group home, transitional housing or a supervised independent living placement:
 - I understand that the juvenile court will be supervising my case, and I agree to take part in six month Review Hearings, either in person or by telephone, or communicate my needs with my attorney; AND
 - I understand that if I don't participate in my TILP that a court hearing may be set to possibly close my case. I understand that I will receive written notices of action (NOAs), and I can appeal these actions.
5. If I am voluntarily living with my previously juvenile court appointed nonrelated legal guardian:
 - I agree to voluntarily live with my previously juvenile court appointed nonrelated legal guardian and understand that the county case worker will be supervising my case and I agree to participate in updating my six month TILP; AND
 - I understand that if I don't participate in one of the five eligibility activities as described in my TILP, the county agency may stop payments and close my case. I understand that I will receive written notices of action (NOAs), and I can appeal these actions.

— I agree to live in an appropriate approved or licensed foster care placement and agree to:

1. Tell my county case worker about any problems with my placement and work with my case worker to find solutions.
2. Make sure my county case worker always has a way to contact me, and tell my case worker within one week if my phone number, mailing address, or other contact information changes.
3. Tell my county case worker within 24 hours after I complete a planned move to a new placement, or move out of my current placement for any other reason.
4. I understand that if I leave my foster care placement, the foster care funding will be stopped until I am residing in another approved placement.

— I understand that if I leave foster care, I can petition the juvenile court for re-entry to foster care and receive assistance from the county agency with filing the petition if I am under the age limit.

— I understand that the following conditions would make me ineligible to remain in foster care:

- Active duty military service, or other military service if I cannot meet with my county case worker at least once a month.
- Incarceration (sentenced to confinement)

— The county agency agrees to:

1. Help me develop and achieve my goals for stable and permanent housing and independent living, as described in my TILP.
2. Review the goals in my TILP and update them at least every six months.
3. Help me find an appropriate approved or licensed placement (foster home, relative's home, foster family agency home, short-term residential therapeutic program (STRTP) or group home, transitional housing program, or supervised independent living placement or remain with my nonrelated legal guardian).
4. Help me stay eligible for extended foster care by responding to any problems I have reported and help me find services and supports to meet my needs and maintain eligibility.
5. Help me develop a Shared Living Agreement, as needed, and help resolve any problems that arise with my placement.
6. Ensure that I have MediCal or other health insurance, and help me get medical, dental, and/or mental health care as needed.
7. Tell me about any changes to my foster care benefits and give me information about the procedure to appeal a decision to either cut off or reduce my benefits.
8. Make sure I have contact information for my attorney, and information about upcoming juvenile court hearings, and how to participate in these hearings as applicable.

The undersigned agrees to foster care placement and supervision by the _____
County Agency.

Print Nonminor's Name:	Case Worker's Name:	Supervisor's Name:
Nonminor's Signature:	Case Worker's Signature:	Supervisor's Phone Number:
Nonminor's Contact Phone Number:	Case Worker's Phone Number:	Tribal Authority Name:
Date:	Date:	Tribal Authority Phone Number:

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- [Secretary of State Voter Registration](#)
- [Secretary of State Voter Information Contact](#)

Secretary of State Voter Hotline: (800) 345-VOTE (8683)

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES



Non-Minor Dependent 2-Way Authorization For Sharing Information

I, _____ hereby

Non-Minor Dependent

authorize Los Angeles County Department of Children and Family Services and

_____, at _____

Name of Provider

Telephone

to exchange information.

The type of information to be disclosed: (please check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Evaluations | <input type="checkbox"/> Psychological/Medical Test Results |
| <input type="checkbox"/> Diagnosis (Including, Psychological or Substance Abuse) | <input type="checkbox"/> Mental Health Record Summary |
| <input type="checkbox"/> HIV/AIDS Diagnosis | <input type="checkbox"/> Psychotherapy Notes |
| <input type="checkbox"/> Treatment Plan | <input type="checkbox"/> Psycho/Educational Assessment |
| <input type="checkbox"/> Course of Treatment | <input type="checkbox"/> Developmental Assessment |
| <input type="checkbox"/> Medical/Hospital Records | <input type="checkbox"/> Other _____ |

The purpose of such disclosure: (please check all that apply)

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Ongoing Treatment | <input type="checkbox"/> Consultation |
| <input type="checkbox"/> Evaluation | <input type="checkbox"/> Legal issues |
| <input type="checkbox"/> Coordination of Care | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Medical Care | |

Exceptions: _____

The designated information about me ☐ may ☐ may not be transmitted by fax, electronic mail or other electronic file transfer mechanisms. Los Angeles County Department of Children and Family Services and the above designated person ☐ may ☐ may not discuss by telephone the content of the information released.

This consent is in effect until _____. I understand that I may revoke this authorization, in writing, at any time unless action based on it has already take place.

I hereby release all parties stated herewith from any liability resulting from the release of this information. I agree that a photocopy of this release shall be as valid as the original.

I understand that my communications in therapy are protected under federal and state confidentiality regulations and cannot be disclosed without my written authorization. The information provided by me during therapy sessions is confidential with certain legal exceptions. In general, these exceptions pertain to matters of danger to self or others, and to assault or neglect of children.

I further understand that the potential exists for re-disclosure of my private mental health information, and that it may no longer be protected under the HIPAA privacy regulations.

This is to certify that I have given consent freely and voluntarily, and that the benefits and disadvantages of releasing the information, if known, have been explained to me.

Date

Signature of Non-Minor Dependent or Personal Representative

**FEDERAL REGULATIONS PROHIBIT THE RECIPIENT OF THIS INFORMATION
FROM MAKING ANY FURTHER DISCLOSURES OF THIS INFORMATION.**

CSW Statement:

On _____ a copy of this authorization was given to the NMD to give to his/her provider. CSW's initials: _____

On _____ a copy of this authorization was faxed to the named provider by the CSW. CSW's initials: _____

DCFS Contact Information**CSW Name:**

(Please print clearly)**Phone:****FAX:**



**Non-Minor Dependent
Two-Way Authorization for Sharing Information**

I, _____
Name of Non-Minor Dependent

hereby authorize the exchange of information between Los Angeles County Probation Department and:

_____ at _____
Name of Person/Provider Phone Number

The type of information to be disclosed is as follows (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Evaluations | <input type="checkbox"/> Psychological/Medical Test Results |
| <input type="checkbox"/> Diagnosis (Including, Psychological or Substance Abuse) | <input type="checkbox"/> Mental Health Record Summary |
| <input type="checkbox"/> HIV/AIDS Diagnosis | <input type="checkbox"/> Psychotherapy Notes |
| <input type="checkbox"/> Treatment Plan | <input type="checkbox"/> Psycho/Educational Assessment |
| <input type="checkbox"/> Course of Treatment | <input type="checkbox"/> Developmental Assessment |
| <input type="checkbox"/> Medical/Hospital Records | <input type="checkbox"/> Court Reports and Orders |
| | <input type="checkbox"/> Other _____ |

The purpose of such disclosure is as follows (check all that apply):

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Ongoing Treatment | <input type="checkbox"/> Consultation |
| <input type="checkbox"/> Evaluation | <input type="checkbox"/> Legal issues |
| <input type="checkbox"/> Coordination of Care | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Medical Care | |

Exceptions: _____

The designated information about me ☐ may ☐ may not be transmitted by fax, electronic mail, or other electronic file transfer mechanisms. The Los Angeles County Probation Department and the provider designated above ☐ may ☐ may not discuss by telephone the content of the information released.

This consent is in effect for six months or until _____. I understand that I may revoke this authorization, in writing, at any time unless action based on it has already taken place.

I hereby release all parties stated herewith from any liability resulting from the release of this information. I agree that a photocopy of this release shall be as valid as the original.

I understand that my communications in therapy are protected under federal and state confidentiality regulations and cannot be disclosed without my written authorization. The information provided by me during therapy sessions is confidential with certain legal exceptions. In general, these exceptions pertain to matters of danger to self or others, as well as assault or neglect of children.

I further understand that the potential exists for re-disclosure of my private mental health information, and that it may no longer be protected under HIPPA privacy regulations.

This is to certify that I have given consent freely and voluntarily, and that the benefits and disadvantages of releasing the information, if known, have been explained to me.

Date

Signature of Non-Minor Dependent or Personal Representative

FEDERAL REGULATIONS PROHIBIT THE RECIPIENT OF THIS INFORMATION FROM MAKING ANY FURTHER DISCLOSURES OF THIS INFORMATION.

DPO Statement:

A copy of this authorization was given to the NMD to given to his/her provider on the following date: _____

DPO's initials: _____

A copy of this authorization was given to the NMD sent electronically to his/her provider on the following date: _____

DPO's initials: _____

Probation Contact Information:

DPO Name: _____

Phone: _____

Email: _____

Fax: _____

PLACEMENT INFO & AUTHORIZATION FORM

NMD	Non-Minor Dependent:			
	Date of Birth:	Gender:	Child:	
	Cell Phone:	Email:		
AGENCY	Agency:		License #:	
	Contact Person:		Vendor #:	
	Proposed Address:		Telephone #:	
	City:	State:	Zip Code:	SPA:
	<input type="checkbox"/> Remote/Scattered <input type="checkbox"/> Single /Staff <input type="checkbox"/> Host Family			
	Staff Name:		Telephone #:	
	NMD is #: _____ on Bi-weekly referral log date _____			
	Agency Social Worker is: _____ # on caseload _____			
COUNTY STAFF	CSW/DPO Name:		Telephone #:	
	Office:		Address:	
	SCSW/DPO Name:		Telephone #:	
THPP-NMD COUNTY STAFF	Request to place NMD is approved			
	CPM/Designee Name:		Signature	Date:
	Attached Documents are current: <input type="checkbox"/> CCLD License/Facility Evaluation <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Certificate of Compliance Program Director/Designee Name: Signature:			
DATES	Received By DCFS/Probation:	Agency NMD Moved In On:		Agency Initials:

CO-LEASING GUIDELINES

- 1) A Contractor may co-sign a lease with a Non-Minor Dependent (NMD) Participant as specified by the County Program Manager. The NMD Participant may not be permitted to solely sign a rental or lease agreement.
- 2) The Contractor shall oversee and maintain the lease agreements for the THPP-NMD Participants.
- 3) Prior to the NMD's housing placement, the Contractor shall obtain approval from the County CSW/DPO, to ensure the readiness of the NMD Participant.
- 4) The Contractor and the NMD Participant shall agree on the terms set forth by the Landlord prior to co-leasing a unit. In addition, the terms and/or details of the rental agreement should include the following:
 - The amount of rent due each month;
 - The due date of the rent each month;
 - The specified date requirement for paying the first and last month's rent prior to moving into the apartment unit;
 - The requirement for notification prior to the NMD terminating the lease agreement;
 - The term of the lease or the month-to-month payment requirements;
 - The specified upkeep and maintenance requirement of the rental unit;
 - The terms of the lease agreement which is inclusive of utility services, such as water, gas, electric, sanitation, cable service, etc.;
 - The specified number of maximum days/hours that a guest may stay with the NMD;
 - The responsibility for paying for damages should not come from the Participant's foster care allowance;
 - Any parking requiring and/or restrictions.

UNIT SHARING GUIDELINES

- 1) A Contractor may allow unit-sharing with a Non-Minor Dependent (NMD) Participant and a non-participant as specified by the County Program Manager. The NMD Participant may not unit-share with anyone under the age of 18 excluding children.
- 2) The Contractor shall ensure that the Non-Minor Dependent (NMD) Participant who is pregnant and/or parenting, identify as LGBTQ, or have physical disabilities, and/or managed mental health concerns are placed with an individual who is compatible.
- 3) The Contractor shall ensure that the NMD Participant's agreed upon apartment furnishings are kept upon transitioning from foster care.
- 4) The Contractor shall ensure that the NMD Participant who shares an apartment unit with a minor makes certain that the individuals are compatible with one another, is considerate of the minor's chronological age, sexual orientation and gender identity, as well as maintains the privacy of the Participant's orientation, unless otherwise disclosed.
- 5) The Contractor shall allow a NMD Participant to share a bedroom in a transitional housing unit with any of the following persons:
 - a. Another participant as approved by the provider.
 - b. A participant in Transitional Housing Program-Plus, as defined in subdivision(s) of Section 11400 of the WIC, as approved by the provider.
 - c. A non-participant roommate as approved by the provider on a case-by-case basis, as specified by the department.
 - d. The Participant's children.
 - e. Any other person as specified by the County Program Manager.
- 6) The Contractor shall ensure that the NMD Participant receives the following items at the time of the initial placement:
 - a. Grooming/hygiene supplies for NMD Participant and their infant;
 - b. Clothing needs for NMD and his/her infant child(ren);
 - c. Food supply; and,
 - d. Information about expected utility costs.
- 7) The Contractor shall ensure, to the best of their ability, that the following terms are reviewed and monitored with the NMD Participant prior to apartment unit placement and noted in their case file:

- a. That ongoing communication is recommended between cohabitants in order to resolve any concerns or disagreements;
 - b. That sharing of the common areas in the unit are made known and respected;
 - c. That the safety and cleanliness of the unit is maintained;
 - d. That personal space and personal property are to be respected by both individuals;
 - e. That there is adherence to any agreed apartment pet policies;
 - f. That guests, visitors, and opposite-sex invitees are respected by both individuals;
 - g. That the use of cigarette smoking and drug use are not acceptable; and,
 - h. That any unrelated children not on the rental agreement are not allowed.
- 8) The Contractor shall allow a minor Participant to share a bedroom in a transitional housing unit with any of the following persons:
- a. Another Participant as approved by the Contractor.
 - b. A participant in Transitional Housing Program-Plus, as defined in subdivision (s) of section 11400 of the WIC, as approved by the Contractor.
 - c. The Participant's child(ren).
 - d. A non-participant roommate as approved by the provider on a case-by-case basis, as specified by the County.
 - e. Any other person as specified by the County.
 - f. Any adult who is not a participant, including participants in Transitional Housing Program-Plus, as defined in subdivision (s) of Section 11400 of the WIC, and who resides with a participant shall obtain a criminal record clearance or exemption in accordance with Section 1522.

Therapeutic and Emotional Support Pet Guidelines

According to guidance provided by the California Mental Health Services Authority (CalMHSA), California law requires a landlord or other housing provider to waive a rule disallowing pets as a reasonable accommodation to a disabled tenant so they can live with a service or emotional support animal. However, the accommodation would not be considered reasonable if one of the following conditions exists: the animal poses a direct threat to other tenants; causes substantial physical harm to property; imposes an undue financial burden on the landlord; or fundamentally alters the nature of the services that the landlord provides.

The owner of the emotional support animal must provide a letter from a doctor or other medical professional stating that the owner has a disability and why the owner needs to live with an emotional support animal. The landlord or housing provider does not have the right to demand a copy of the tenant's medical records, specific diagnosis or permission to talk with the health care professional directly. However, this does not prohibit the landlord or housing provider from verifying that the letter came from a licensed practitioner.

The owner of the animal must also comply with state and local animal control laws and ensure that their pet is not a danger or nuisance to the community. Local animal control laws generally require an animal to be licensed, among other things.

MANDATORY ORIENTATION CHECKLIST

EXHIBIT A-8

☐ THPP NMD

AGENCY: _____

DATE: _____

PARTICIPANT: _____
PRINTUNIT 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: _____

Participant Unit/Furniture Inventory

Exhibit A-9

Participant:	DOB:	Date:
Staff:	Agency:	
<input type="checkbox"/> Entry <input type="checkbox"/> Quarterly <input type="checkbox"/> Exit <input type="checkbox"/> Other:		

Item	Minimum Requirements	Date	Condition	Total
		Enter the date and designation that applies: (P) Purchased (E) Expiration (R) Replaced (C) Completed (N/A) Not applicable	List and designate items that are (F) Fair or need to be (R) Replaced	Enter number of items
Name on mailbox				
Fire Extinguisher	One per unit. Include date of purchase or expiration			
Smoke Detector	In common area. Replace batteries in March and November			
Carbon Monoxide Detector	In common area. Replace batteries in March and November			
Circuit Breaker Box	In unit, each breaker must be labeled and unassigned breakers must be covered			
Emergency Ladder	One in each bedroom			
Telephone Service	Must have unlimited nationwide long distance			
Telephone				
Answering Machine or Voice Mail				
Internet Service	Must be operable at all times			
First Aid Kit	Must meet SOW requirements			
Emergency Radio				
Broom with Dust Pan				
Swiffer				
Mop and Bucket				
Glass Cleaner				

Participant Unit/Furniture Inventory

Exhibit A-9

Participant:	DOB:	Date:
Staff:	Agency:	
____Entry ____Quarterly ____Exit ____Other:		

Item	Minimum Requirements	Date	Condition	Total
All Purpose Cleaner	1 per Participant			
Paper Towels	2 rolls per Participant			
Dust Cloths	2 cloths per Participant			
LIVING ROOM (LR)				
Sofa	Seating for 4-6			
Center(Coffee) Table				
End Table				
Lighting				
Privacy Window Coverings				
DINING ROOM (or LR or Kitchen)				
Table				
Chairs	2 chairs per Participant			
Lighting				
Privacy Window Coverings				
KITCHEN				
Refrigerator				
Large Capacity Refrigerator	3 or more Participants			

Participant Unit/Furniture Inventory

Exhibit A-9

Participant:	DOB:	Date:
Staff:	Agency:	
____Entry ____Quarterly ____Exit ____Other:		

Item	Minimum Requirements	Date	Condition	Total
Oven and Stove				
Lighting				
Privacy Window Coverings				
KITCHEN SUPPLIES				
Dishware	2 per Participant: plate, bowl			
Cups/Glasses	2 per Participant: cup, glass			
Silverware	2 per Participant: spoon, fork, knife			
Cooking Utensils				
Cutting Knives				
Cookware	Pots & Pans with lids			
Trash Can				
Dish Towels	2 per Participant			
Dish Cloths	2 per Participant			
Pot Holders	2 per Participant			
EACH BATHROOM				
Non-skid Mat				
Shower Curtain/Door				
Lighting				
Privacy Window Coverings				

Participant Unit/Furniture Inventory

Exhibit A-9

Participant:	DOB:	Date:
Staff:	Agency:	
____Entry ____Quarterly ____Exit ____Other:		

Item	Minimum Requirements	Date	Condition	Total
EACH BEDROOM				
Smoke Detector				
Lighting				
Privacy Window Coverings				
Emergency Ladder				
EACH PARTICIPANT				
Mailbox Key				
Parking				
Bed				
Mattress				
Box Spring				
Bed Frame				
Night Stand				
Dresser				
Lighting				
Personal Storage Space				
Mattress Pad/Cover				
Bed in a Bag or*				
*Fitted Sheet				
*Flat Sheet				
*Comforter/ Bedspread				

Participant Unit/Furniture Inventory

Exhibit A-9

Participant:	DOB:	Date:
Staff:	Agency:	
<input type="checkbox"/> Entry <input type="checkbox"/> Quarterly <input type="checkbox"/> Exit <input type="checkbox"/> Other:		

Item	Minimum Requirements	Date	Condition	Total
*Pillowcase				
Pillow				
Blanket				
Body Towel	2 per Participant			
Wash Cloth	2 per Participant			
Hand Towel	2 per Participant			
Toilet Paper	Consult with Participant before purchasing – 4 Rolls			
Sanitary Napkins/Tamp ons	Consult with Participant before purchasing – 1 Package			
Toothbrush	Consult with Participant before purchasing			
Toothpaste	Consult with Participant before purchasing			
Bath Soap/Wash	Consult with Participant before purchasing			
Deodorant	Consult with Participant before purchasing			
Hair Comb	Consult with Participant before purchasing			
Hair Brush	Consult with Participant before purchasing			
Laundry Soap	Consult with Participant before purchasing			
Laundry Basket	Consult with Participant before purchasing			
EACH INFANT/CHILD PLACED WITH PARTICIPANT				
Carrier/Car Seat	Consult with Participant before purchasing			
Crib/Bassinet/Bed	Consult with Participant before purchasing			
Mattress				
Mattress Pad/Cover				
Fitted Sheet				

Participant Unit/Furniture Inventory

Exhibit A-9

Participant:	DOB:	Date:
Staff:	Agency:	
____Entry ____Quarterly ____Exit ____Other:		

Item	Minimum Requirements	Date	Condition	Total
Flat Sheet				
Blanket/Comforter				
Receiving Blanket	4 per Infant/Child			
Blanket Sleeper				
Diapers	Consult with Participant before purchasing – 36 Diapers			
Bibs	4 per Infant/Child			
Safety Gate(s)	Kitchen, bathroom, porch, etc. as needed			
Safety Latches	Drawers, Cabinets, Doors, Stove, Oven,			
Anchors	Furniture anchored to walls			
Socket Plugs	Safety covers for electrical outlets			
Toilet Covering	To prevent accidental drowning			
Medicine	Stored out of reach of all children			
Sharp Objects	Stored out of reach of all children			

Staff Signature _____	Date _____
Participant Signature _____	Date _____

PERSONAL RIGHTS

- (a) Section 80072 and 86072, Personal Rights shall not apply to non-minor dependents.
- (b) The licensee shall ensure that each non-minor dependent is accorded the personal rights specified in Welfare and Institutions Code section 16001.9 and the following personal rights:
 - (1) A non-minor 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 non-minor 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 non-minor 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 non-minor dependent.

- (10) To have the independence appropriate to the status of a non-minor dependent as a legal adult, consistent with the Needs and Services Plan for the non-minor dependent or the Transitional Independent Living Plan for the non-minor 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 non-minor dependent maintained in confidence.
 - (A) There shall be no release of confidential information without the prior written consent of the non-minor dependent, and this information must only be released to the extent permitted by law. The licensee shall, with the consent of the non-minor dependent, only disclose relevant and necessary information about the non-minor 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 non-minor 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 non-minor dependent or others in the THPP.

(1) The licensee is not prohibited from taking the following actions for the protection of the non-minor 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 non-minor dependent can enter or exit the THPP.

(d) At the time of placement, the licensee shall ensure that the non-minor 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 non-minor dependent may contact concerning violations of these rights.

NOTE: Authority cited: Sections 1530, 1531, and 1559.110, Health and Safety Code; Sections 16001.9 and 16522, Welfare and Institutions Code; Section 4 of Assembly Bill (AB) 12 (Chapter 559, 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(i) - (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:	DOB:	Date:
Staff:	Agency:	
____Entry	____Quarterly	____Exit
____Other:		

Minimum	Items/Outfits	Condition	Total
# of outfits or items		List and designate items that are Fair (F) or need to be Replaced (R)	Enter number of outfits or items
PARTICIPANT			
5-7	Casual Clothing		
3-5	Employment Clothing		
2-4	Sweater/Sweatshirt/Hoodie		
1-2	Jacket/Coat		
1-2	Belt		
1-2	Sneakers/Tennis or Casual Shoes		
1-2	Employment/Special Occasion Shoes		
4-6	T-shirt/Undershirt/Cami		
5-8	Underwear		
5-7	Bra		
5-8	Socks		
INFANTS			
Name:			
8	Onesie or Outfits		
1	Special Occasion Outfit		
1	Sweater and Cap Set		
1	Booties/Shoes		
8	Socks		
4-6	Undershirts		

Minimum	Items/Outfits	Condition	Total
1, as applicable	Swimsuit		
CHILDREN 2 YEARS & OLDER			
Name:			
12	Outfits		
2	Shoes		
2	Pajamas/Gowns		
1	Slippers		
2	Sweater/Sweatshirt/Hoodie		
1	Jacket/Coat		
1, as applicable	Swimsuit		

Participant Signature: _____ Date: _____

Staff Signature:	Date:
------------------	-------

EXHIBIT A-11a
INTENTIONALLY LEFT BLANK

Agency: _____

Client Name:	Date of Birth:	Total Fines:	\$
Date of Entry:	Date of Termination:	Total Credits:	\$
		Balance Due:	\$

Date of Fine:	Fine:	Date of Credit:	Credits	Balance:	Reason for Fine/Outcome:	

_____ Payment plan attached

Monthly Allowance Receipt

(THPP-NMD)

Exhibit: A-13

Month and Year: _____

Agency: _____

Participant Name: _____

I received				I understand that my allowance was deducted for			
Allowance	#	Date	Amount	Deduction		Amount	Initial
my allowance this month	1			* Monthly deduction for fine totaled \$____ due to (reason & date)	Non-Refundable		
					Refundable - will be deposited into my savings		
	2			Saving from allowance			
my infant supplement this month	1						
	2						
Total Allowance			\$ -	Total Deduction			\$ -
Net Allowance							\$ -

* I understand this will be deducted each month from my allowance until it is paid in full.

I agree to create and follow my estimated monthly budget.

My Savings Ledger (Exhibit A-14) with the amount of _____ is correct.

Payment #1 Amount \$ _____ Payment #2 Amount \$ _____

Participant Signature Date Participant Signature Date

Agency Staff Signature Date Agency Staff Signature Date

Monthly Budget Categories

Goal: to assist the NMD with planning a budget that is inclusive of all of his/her income, and to encourage NMD to save money.

CONTRACTOR may use any template for the budget as long as these minimum categories and items are included

Income

Allowance
 Infant Supplement
 Employment
 Financial Aid
 Other

Transportation

Car Payment
 Car Insurance
 Car Registration
 Car Fuel
 Car Maintenance
 Bus/Train/Taxi/Uber/Lift
 Other

Food

Groceries
 Fast Food
 Restaurant
 Coffee/Tea/Smoothies
 Other

Personal Care

Clothing
 Shoes
 Toiletries
 Hair Care
 Medical
 Prescriptions
 Other

Savings

Allowance
 Employment
 Other

Housing

Cleaning Supplies
 Toilet Paper
 Towels/Bedding
 Cable
 Internet
 Telephone
 Maintenance/Repairs
 Laundry
 Other

Parenting

Clothing
 Diapers/Baby Wipes
 Toiletries
 Formula/Food
 Child Care
 Other

Miscellaneous Expenses

Debt
 Cell Phone
 Recreation
 Fines
 Other

Monthly Balance

Income Subtotal
 Expenses Subtotal
 Total

**Shared Agreement — Use of the Infant Supplement in Transitional Housing
Placement Plus Foster Care (THPP-NMD)
(Sample Template)**

This shared agreement is intended to help facilitate the discussion regarding the use of the Infant Supplement Payment in a THPP-NMD Program. This discussion should occur when placement in a THPP-NMD is being considered for a pregnant or parenting Non-Minor Dependent (NMD), and should occur in the context of a Child and Family Team (CFT) meeting, if available, or other collaborative team meeting. Completing the shared agreement in the context of a CFT can aid in a collaborative discussion that identifies the strengths and challenges of an NMD as it relates to their understanding of the financial implications regarding parenting. This agreement should be updated as necessary to reflect the changing needs of the NMD and the infant, and it is recommended that it is updated annually at a minimum. When an update is necessary a new agreement should be filled out and signed. Whether this template or another shared agreement template is used, the areas outlined must be in alignment with the allowable costs for the Infant Supplement as referenced in Federal Law 45 Code of Federal Regulations 1355.20 Title IV-E, Foster Care Maintenance Payments Program.

Food

This can include the costs of buying formula, milk, vitamin supplements and other age appropriate food for the infant/child.

Item	Estimated Cost	Provider	NMD

Clothing/Personal Incidentals

This can include any clothing related expenses, including diapers and wipes.

Item	Estimated Cost	Provider	NMD

Shelter/Furniture

This can include housing/shelter related expenses, including increased rent. This section should also detail the costs for age appropriate furniture, which can include cribs, toddler beds, changing tables, etc.

Item	Estimated Cost	Provider	NMD

Transportation

This can include reasonable travel expenses for a child's visitation with family or other caretakers. This can also include other travel related expenses including transportation costs necessary for obtaining supplies for the child and ensuring the child may remain in their school of origin.

Item	Estimated Cost	Provider	NMD

Child Care

This can include the costs of various child care options which provide daily supervision while the parent is working or attending school.

Item	Estimated Cost	Provider	NMD

Medical

This can include the various costs related to an infant/child's medical and dental needs. Some allowable examples are co-pays for medical visits and over the counter and prescription medications.

Item	Estimated Cost	provider	NMD

X_____

Non Minor Dependent

DATE_____

X_____

Provider

DATE_____

X_____

Social Worker/Support Person

DATE_____

PARTICIPANT INFANT SUPPLEMENT SAVINGS LEDGER

EXHIBIT A-16a

☐ THPP NMD

Agency: _____

Report Month: _____

Participant Information
Name
Date of Birth
Date of Entry
Date of Termination

Monthly Summary
Beginning Balance
Total Credits
Total Debits
Total Interest
Ending Balance

Date	Amount	Transaction Notes

Transaction Detail - Withdraw					
Date	Amount	Check#	Notes	Participant Signature	Contractor Signature

Final Transaction					
Date	Amount	Check#	Notes	Participant Signature	Contractor Signature

AGENCY NAME: _____ DATE: _____

PARTICIPANT NAME: _____

CASE #: _____

[illegible]

List any problems/reactions you had to above medications:

List any medications that you are allergic to:

Progress Report (A-20)

This report is to be used when completing initial, updated, quarterly, transition & termination reports. All reports are to be on agency letterhead, and prepared and signed by the assigned agency social worker, social work supervisor and client. Reports should be succinct and strength-based while accurately reflecting client's successes and challenges.

Agency may include additional categories; however, each report must include information in the following report categories.

Report Categories:

1. **Demographics:** Include name, age, DOB, CSW/DPO, agency Social Worker, parenting status, placement date, projected or actual exit date, etc.
2. **Report Summary:** provides a succinct overview of client's progress and challenges for the report type being completed for the reporting period.
 - Report Type (Refer to "Reporting Requirements" in SOW for detailed instructions)
 - *Initial Report*
 - This report provides a summary of the client's initial adjustment to placement. It is completed and submitted no later than 45 business days from client's initial placement date.
 - *Updated Report*
 - This report provides a summary of the client's progress for the requested time period. It is to be completed and submitted within five (5) business days of the request.
 - *Quarterly Report*
 - This report provides a summary of the client's progress for the prior three (3) months, and delineates goals for the upcoming quarter. It is required for any client who has been in the program for at least 45 days during the reporting period. Also, include Needs and Services Plan (NSP) goals and updates
 - *Transition Report*

- This report provides a summary of the client's transition planning, including client's competency in locating and accessing resources, his/ her housing plans, what agency has done (is doing) to assist client in securing housing, and any other pertinent information. It should also include the date(s) of transition meeting(s) and follow-up and achieved actions from meeting(s).
 - *Termination Report*
 - This report provides a summary of the client's progress during his/her entire placement in agency's housing program. Report must be comprehensive and include information about client's housing destination at exit.
3. **Case Management:** Include dates of CSW/DPO and agency Social Worker's visits, how long the visits were and where they occurred, and summary of agency case management services. Also indicate if there has been a change in the assigned CSW/DPO or agency Social Worker. Lastly, include how the agency has incorporated #4-14 in client's case management sessions.
 4. **SOC 161 AB 12/EFC, TILP, NSP and case plan Goals:** Include SOC 161 AB 12/EFC, TILP, NSP, and case plan goals, and progress towards those goals. Also indicate if the goals have changed since the last report
 5. **Casey Life Skills Assessment (CLSA):** Include how client is progressing in the CLSA areas, and identify CLSA areas where improvements are needed, and what agency is doing to assist client. Also, include how agency is confirming client's competency in areas where he/she rated him/herself at 75% or higher. Also, indicate any changes in ratings from initial and current CLSA, and how agency is addressing the changes.
 6. **Life Skills Training:** Include the name of life skills sessions attended during the reporting period, including how long each session was, if session was individual, group, hands-on or automated. For Termination Report list all categories client completed (see SOW "Participant Required Training" in SOW).
 7. **Education:** Include client's educational goal and how client is progressing towards his/her educational goals, particularly client's whose goals are to complete high school or attend a post-secondary institution. Include initial SOC 161 educational goal, if applicable.
 8. **Employment or Volunteer:** Include information about client's employment or volunteer activities; including where s/he is employed and/or volunteering, how long s/he has been working and/or volunteering at location, number of hours each week, etc. For clients whose goals are to eliminate barriers to employment,

agency must specify what the client is doing and how the agency is assisting him/her. Include initial SOC 161 employment goal, if applicable.

9. ***Pregnant and Parenting:*** Include how client is progressing, including his/her understanding of child development, agency's assessment of parenting skills, etc. Also, include a copy of client's A-16. Clients who are not pregnant or parenting should also receive training in this category and agency should report on the training s/he has received.
10. ***Personal and Interpersonal Growth and Development:*** Include information about client's Permanent Adult Connection (PAC) and the frequency of contact with PAC. If client does not have a PAC, include agency's efforts to connect client with a mentor. Also include information about client's progress with goal setting, self-esteem, communication, and participation in recreational activities.
11. ***Personal Care:*** Include information about health care visits, including medical, dental, vision, substance abuse and/or mental health. Also include how client is progressing in maintaining relationships, personal items and overall appearance and self-care.
12. ***Finances/Money Management:*** Include information on how client is managing his/her finances, sources of income, his/her progress with creating and maintaining a budget, if s/he has a personal savings and/or checking account, how much s/he has saved with agency. For parenting clients also include how s/he is managing infant supplement funds. Provide verifiable information regarding savings.
13. ***Food/Nutrition:*** Include information about client's shopping, cooking and eating habits. Specifically addressing his/her competency with grocery shopping, understanding of the long-term impact of non-healthy food choices.
14. ***Household Management:*** Include how client is abiding by the guest rules, maintaining the unit, interacting and getting along with unit mate(s) and neighbors. This is where agency should include information about therapeutic/emotional support pets and how the client is caring for the pet(s).
15. ***Noteworthy accomplishments:*** Include anything positive about the client that agency wants to highlight. If client completed program, indicate what "completion" consists of for your agency.
16. ***Other:*** Include anything that is pertinent to the reporting period that has not already been covered in the report.

All reports must be reviewed, approved and signed by Social Worker's (case manager) Social Work Supervisor.

EXHIBIT A-20
PROGRESS REPORT TO BE COMPLETED ON AGENCY
LETTERHEAD

EXHIBIT A-21
INTENTIONALLY LEFT BLANK

Participant:			DOB:	Date:
Age: :	Gender:	Phone:	Email:	
Address:			City:	Agency:
CSW/DPO:	Office:	Date of placement: :		

The THPP-NMD Advocacy Review process provides a participant the opportunity to share concerns, ask questions, and/or make recommendations regarding his/her experience in the program. Each request will be reviewed by the County Program Manager who oversees the THPP-NMD programs.

Please check each area that best describes your reason(s) for requesting an Advocacy Review:					
<input type="checkbox"/> Discharge	<input type="checkbox"/> Allowance	<input type="checkbox"/> Personal safety	<input type="checkbox"/> Visitors	<input type="checkbox"/> Internet	<input type="checkbox"/> Staff interaction
<input type="checkbox"/> Life Skills Training	<input type="checkbox"/> Unit Safety (bed bugs, furniture, appliances, etc.)		<input type="checkbox"/> Other (please list):		
Please share your concerns, questions and/or recommendations					
Please share how you would like this situation to be resolved					
Did you file a grievance with the agency?	If yes, enter date	<input type="checkbox"/> No	<input type="checkbox"/> N/A		

Please share the outcome of agency grievance

<input type="checkbox"/> The following documents are attached:

Participant Signature:

Date:

You may send your Advocacy Review Request by mail, email or fax, to County Program Manager, THPP-NMD, 3530 Wilshire Boulevard, 4th Floor, Los Angeles, CA 90010 | Email: thpp@dcfs.lacounty.gov | Fax: (213) 637-0035 | Telephone: (213) 351-0123.

TO BE COMPLETED BY COUNTY PROGRAM MANAGER			
--	--	--	--

Date received:	<input type="checkbox"/> DCFS	<input type="checkbox"/> PROBATION	Staff Assigned:	Date:
Date participant contacted:	Date agency contacted:	<input type="checkbox"/> Advocacy Review meeting not required		
<input type="checkbox"/> Advocacy Review meeting required		Meeting date (within 7 business days):		

Advocacy Review Outcome

<input type="checkbox"/> Refer to YDS Youth Ombudsman

Date:

INSTRUCTIONS: *This form is intended for keeping a current roster of all the facility personnel, other adults and licensees residing in the facility, including backup persons, volunteers and licensees if administrator/director. Show license/certificate number if applicable for specialized staff [e.g., Social Worker and other consultant(s)]. Show coverage for twenty-four hour supervision in residential facilities. Report any changes in personnel to the licensing agency as required by regulations. Send original to Licensing Agency and retain copy in facility file.*

NAME OF FACILITY	FACILITY TYPE	FACILITY NUMBER
PREPARED BY	DATE	

A. **STAFF SUBJECT TO CRIMINAL BACKGROUND CHECK REQUIREMENTS:** The following staff members are subject to a criminal background check pursuant to Sections 1522, 1568.09, 1569.17 and 1596.871 of the Health and Safety Code. A California background clearance or a criminal record exemption shall be obtained prior to employment, residence or initial presence in the facility.

[illegible]

B. **STAFF EXEMPT FROM CRIMINAL BACKGROUND CHECK REQUIREMENTS:** The following are believed exempt from criminal background check requirements pursuant to Sections 1522, 1568.09, 1569.17 and 1596.871 of the Health and Safety Code. The licensee or designated representative shall sign below to verify that he or she believes the indicated persons are exempt from criminal background check requirements pursuant to statute.

Date _____

[illegible]

EXHIBIT A-24
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INSTRUCTIONS FOR COMPLETING THE ANNUAL REPORT

SECTION I (pages 1 & 2)

Collects data for all youth served in reporting year – Enter data based on status at discharge or on December 31st of reporting year

Total Served: Do not enter any information; this will automatically populate.

Youth Participation:

- **New Admit:** Enter the number of Los Angeles County youth who entered your program in reporting year.
- **Continue from Previous Year:** Enter the number of Los Angeles County youth who entered your program before reporting year and remained in the program on or after January 1st of reporting year.
- **Exited:** Do not enter any information; this will automatically populate.
- **Active at Year End:** Do not enter any information; this will automatically populate.
- **From Another County:** Enter the number of non-Los Angeles County youth served, including those continuing in the program from a previous year. **This is the only area where you will include data on out of county youth.**

Participation Activity: Enter the total youth served who met the specified AB 12/NMD SOC 161 **primary** participation activity/condition. If the youth did more than one activity or had a combined activity, report the one that s/he did 51% of the time. *Select only one category per youth*

By Referral Department: Indicate the number of youth served by DCFS or Probation. *There is no dual supervision, so select the department that placed the youth*

By Ethnicity: Indicate the number of youth represented by the specified categories. You should report based on how the youth identifies. If the youth did not specify, use the category on the initial TILP. *Select only one category per youth*

By Gender: Indicate the number of youth represented by the specified categories. You should report based on how the youth identifies. If the youth did not specify, select the category that 51% of the general population would normally use. *Select only one category per youth*

Parenting Youth: *Select only one category per youth*

- **Custodial:** Indicate the number of parenting youth (male and female) who have their child(ren) placed with them, and are receiving or eligible to receive an infant supplement.

- *Non-Custodial*: Indicate the number of parenting youth (male and female) who have child(ren), but they are **not** placed with them.

Expecting Parents: *Select only one category per youth*

- *Father*: As of December 31st of, reporting year or at time of discharge, indicate the number of males who were expecting.
- *Mother*: As of December 31st of reporting year or at time of discharge, indicate the number of females who were expecting.
- *Expecting and Parenting*: As of December 31st of reporting year, indicate the number of youth who were parenting and expecting.

Employment & Education (Active at Year End): Only include information for youth who remained in your program on December 31st of reporting year. ***You may select more than one category***

- *Employment Status*: Indicate the number of youth represented by each category.
- *Education Status*: Indicate the number of youth represented by each category.

SECTION II (pages 3 & 4) Status at Exit
Collects data *only for youth who **exited** the program in reporting year –*
Enter data based on status at discharge

Total Exited: Do not enter any information; this will automatically populate.

Planned: Enter the number of youth whose exit from the program was planned.

Unplanned: Enter the number of youth whose exit from the program was unplanned (*This includes youth who received a notice to exit or exited in anticipation of receiving a notice to exit. Depending on the circumstances, this will include youth who were incarcerated or hospitalized and the agency issued a notice to terminate placement prior to youth being released from either setting*).

Average Length of Stay: Enter the aggregate average length of stay (in months) for youth who exited from each SPA.

Affordable Housing: Do not enter any information; this will automatically populate.

Exit Destination: Enter the exit destination for each youth. *Select only one category per youth*

Permanent Adult Connection:

- Achieved: Enter the number of youth who had a permanent adult connection at exit.
- Other columns: Do not enter any information; this will automatically populate.

Participation Activity: Enter the number of youth who met their initial SOC 161 primary participation activity/condition for each category. If the youth's initial SOC 161 listed #5 as the primary participation activity/condition, use the subsequent SOC 161 to determine the primary participation activity/condition. If the youth had a combined activity, report the one that is s/he did 51% of the time. *Select only one category per youth*

Employment & Education: *Select only one category per youth*

- Employment Status: Indicate the number of youth represented by each category.
- Education Status: Indicate the number of youth represented by each category.

Employment & Education: *More than one status*

- Employment: Indicate the number of youth who had more than one status
- Education: Indicate the number of youth who had more than one status

THPP- NMID 2019-20 Annual Report
(From 7/1/2019 to 6/30/2020)

(Revised 7/16/19)

#	Agency	SPA	Total Served (a)+(b)	Youth Participation				Participation Activity (SOC 161 Primary)					By Referral Department		By Ethnicity							
				New/Admit (a)	Continue from Previous Year (b)	Exited (c)	Active at Year End (d=(a+b-c))	From Another County	Completing Secondary or Equivalent	Enrolled in Postsecondary or Vocational Education	Participating Employment Program or Activity to remove barriers	Employed for at least 80 hours per Month	Incapable Due to Medical Condition	DCFS	PROB	American Indian/ Alaska Native	Asian	Bi-Racial/ Multi-Racial	Black/African American	Hispanic/Latino	Hawaiian/ Pacific Islander	White/ Caucasian
1			0			0	0															
2			0				0															
3			0				0															
4			0				0															
5			0				0															
6			0				0															
7			0				0															
8			0				0															
9			0				0															
10			0				0															
11			0				0															
12			0				0															
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15			0				0															
16			0				0															
17			0				0															
18			0				0															
19			0				0															
20			0				0															
21			0				0															
22			0				0															
23			0				0															
24			0				0															
25			0				0															
26			0				0															
27			0				0															
TOTAL			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

THPP- NMID 2019-20 Annual Report
(From 7/1/2019 to 6/30/2020)

(Revised 7/16/19)

Employment & Education (Active at Year End)																										
#	Agency	SPA	By Gender					Parenting Youth		Expecting Parents		# Parenting and Expecting	Employment Status				Education Status									
			Male	Female	Transgender (M to F)	Transgender (F to M)	Gender Not Identified	Custodial	Non Custodial	Father	Mother		Employed (F/T)	Un-Employed	Volunteer	In Program to Remove Barriers	Not Enrolled in Any Educational Program	Enrolled in High School/GED	Completed High School/GED	Enrolled in 2-Year College	Completed 2-Year College	Enrolled in 4-Year College	Completed 4-Year College	Enrolled Vocational Training	Completed Vocational Training	
1																										
2																										
3																										
4																										
5																										
6																										
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20																										
21																										
22																										
23																										
24																										
25																										
26																										
27																										
TOTAL			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

THPP- NMID 2019-20 Annual Report
(From 7/1/2019 to 6/30/2020)

(Revised 7/16/19)

			Permanent Adult Connection				Participation Activity (at Exit)				Employment Status				Education Status (Highest Level Achieved in Program)												
#	Agency	SPA	Participants will have a consistent relationship with their identified permanent adult connection upon exit from the program.				Met Initial Identified NMD Activity (SOC 161 Primary)				Employed (F/T)	Un-Employed	Volunteer	In Program to Remove Barriers	More Than One Status	School Without High School	Diploma/GED	Enrolled in High School/GED	Completed High School/GED	Enrolled in 2 Year College	Completed 2 Year College	Enrolled in 4 Year College	Completed 4 Year College	Enrolled Vocational Training	Completed Vocational Training	More Than One Status	
			Achieved	%	Met Target ? (75%)	10% Over the Previous Year?	Complete HSD/GED	Enrolled in college or vocational	Remove barriers to employment	Employed at least 80 hrs/month																	Medical Condition
1				#DIV/0	#DIV/0!																						
2				#DIV/0	#DIV/0!																						
3				#DIV/0	#DIV/0!																						
4				#DIV/0	#DIV/0!																						
5				#DIV/0	#DIV/0!																						
6				#DIV/0	#DIV/0!																						
7				#DIV/0	#DIV/0!																						
8				#DIV/0	#DIV/0!																						
9				#DIV/0	#DIV/0!																						
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23				#DIV/0	#DIV/0!																						
24				#DIV/0	#DIV/0!																						
25				#DIV/0	#DIV/0!																						
26				#DIV/0	#DIV/0!																						
27				#DIV/0	#DIV/0!																						
TOTAL			0	#DIV/0				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

THPP-NMD Monthly Report

Month of

[illegible]

Staff Signature

Print Name and Title

Date _____

THPP-NMD Monthly Report

Agency

Month of

Agency	Demographic Information	Active (Month Begin)	New Entry	Transfer	Exited	Total Served	Demographic Information	Active (Month Begin)	New Entry	Transfer	Exited	Total Served
Participation Activity/ Condition (SOC161 Primary)	Completing HSD or GED						Gender					
	Enrolled College/Vocational							Female				
	Work at least 80 hrs/month							Gender Queer/Gender Non-Binary				
	Remove Employment Barriers							Male				
	Documented Med. Condition							Transgender Female				
	DCFS							Transgender Male				
Referral Department	Probation						Sexual Orientation	Not Listed				
	Planned	N/A	N/A			N/A		Unsure				
Exit Type	Unplanned	N/A	N/A			N/A		Declines to State				
	SILP	N/A	N/A			N/A		Did Not Ask				
Exit Destination	Transition in Place	N/A	N/A			N/A		Asexual				
	Own Housing	N/A	N/A			N/A		Bisexual				
	College Dorm	N/A	N/A			N/A		Gay				
	Another THPP-NMD	N/A	N/A			N/A		Lesbian				
	THP+	N/A	N/A			N/A		Pansexual				
	THP	N/A	N/A			N/A		Straight or Heterosexual				
	Incarcerated	N/A	N/A			N/A		Declines to State				
	Alcohol/Drug Treatment	N/A	N/A			N/A		Not Listed				
	Psychiatric Hospital	N/A	N/A			N/A		Unable to Determine				
	Homeless	N/A	N/A			N/A	Ethnicity	American Indian/Alaska				
Family Planning	Family	N/A	N/A			N/A		Asian				
	Unknown	N/A	N/A			N/A		Bi-Racial/Multi-Racial				
	Other ()	N/A	N/A			N/A		Black/African American				
	Expectant Mother							Hispanic/Latin American				
	Expectant Father							Hawaiian/Pac. Islander				
	Parenting (Custodial)							White/Caucasian				
								Other				

THPP-NMD Monthly Report

Exhibit A-27

Youth Age Alerts (THP+FC)		Aspiranet	Bayfront	CHAIN	D&M	FirstPlace	FirstSteps	OliveCrest	PennyLane	Renaissance	StAnne's	Walden
# of 20.5 Year Old Participants	0											
Youth Age Alerts (THPP)												
# of 17.5 Year Old Participants	0											
Serious Incident Reports (SIR)												
# of SIRs Submitted This Month	0											
# of SIRs Submitted Year-To-Date	0											
Recreational Activities												
# of Rec. Activities Offered	0											
# of Participants Attending	0											

THPP-NMD Monthly Report

Agency _____ Month of _____

Demographic Information		Active (Month Begin)	New Entry	Transfer	Exited	Total Served	Demographic Information		Active (Month Begin)	New Entry	Transfer	Exited	Total Served
	Parenting (Non-Custodial)						Education	Not Enrolled in Any Ed.					
								Enrolled in HSD/GED					
								Completed HSD/GED					
								Enrolled in 2-Yr College					
								Completed 2-Yr College					
								Enrolled in 4-Yr College					
								Completed 4-Yr College					
								Enrolled in Vocational					
								Completed Vocational					
								Employed Full-Time					
							Employment	Employed Part-Time					
								Un-Employed					
								Volunteer					
								Removing Barriers					

INSTRUCTIONS FOR COMPLETING THE AGENCY MONTHLY REPORT

Worksheet I – Capacity | Collects data per **SPA**

Licensing Capacity: Enter the licensing capacity for your agency.

Number of Beds: Enter the number of beds (occupied and/or vacant) that are in your current inventory.

Los Angeles County: *Only enter data for Los Angeles County youth*

- **Active (month begin):** Enter the number of youth who entered your program before the reporting month.
- **New Entry:** Enter the number of youth who entered your program during the reporting month.
- **Transfer:** Enter the number of youth who remained in your program but transferred SPAs during the reporting month. You will make an entry for each SPA, so at minimum there will be two entries. *This only applies to agencies with contracts for more than one SPA*
- **Exited:** Enter the number of youth who exited your program during the reporting month.
- **Active (month end):** Do not enter any information; this will automatically populate.

Out of County: Enter the number of non-Los Angeles County youth served during the reporting month, including those continuing in the program from a previous month. *This is the only area where you will include data on out of county youth.*

Opening Vacancy: Do not enter any information; this will automatically populate.

LA County Total Served: Do not enter any information; this will automatically populate.

Worksheet II - Demographic
Collects aggregate data for **Los Angeles County** youth only

Please use these instructions for completing the Demographic worksheet

Active (month begin): Enter the number of youth represented by each category who entered your program before the reporting month and remained in the program on the last day of the reporting month.

New Entry: Enter the number of youth represented by each category who entered your program during the reporting month.

Transfer: Enter the number of youth represented by each category who remained in your program but transferred SPAs during the reporting month. *This only applies to agencies with contracts for more than one SPA*

Exited: Enter the number of youth represented by each category who exited your program during the reporting month.

Total Served: Do not enter any information; this will automatically populate.

Participation Activity/Condition: Enter the total number of youth who met the specified AB 12/NMD SOC 161 **primary** participation activity/condition. If the youth did more than one activity or had a combined activity, report the one that s/he did 51% of the time. *Select only one category per youth*

By Referral Department: Indicate the number of youth referred by DCFS or Probation. *There is no dual supervision, so select the department that placed the youth*

Exit Destination: Enter the exit destination for each youth. *Select only one category per youth*

Exit Type:

- Planned: Enter the number of youth whose exit from the program was planned.
- Unplanned: Enter the number of youth whose exit from the program was unplanned (*This includes youth who received a notice to exit or exited in anticipation of receiving a notice to exit. Depending on the circumstances, this will include youth who were incarcerated or hospitalized and the agency issued a notice to terminate placement prior to youth being released for either setting*).

Family Planning:

- Father: Indicate the number of males who are expecting.
- Mother: Indicate the number of females who are expecting.
- Custodial: Indicate the number of parenting youth (male and female) who have their child(ren) placed with them and are receiving or eligible to receive an infant supplement.
- Non-Custodial: Indicate the number of parenting youth (male and female) who have child (ren) but they are **not** placed with them.

Sexual Orientation/Gender Identity: Indicate each Participant's both Sexual Orientation and Gender Identity. You should report based on how the youth identifies and, if the Participant did not specify, select, 'Declines to state'.

Ethnicity: Indicate the number of youth represented by the specified categories. You should report based on how the youth identifies. If the youth did not specify, use the category on the initial TILP. *Select only one category per youth*

Education: Indicate the number of youth represented by each category.

Employment: Indicate the number of youth represented by each category.

Worksheet III – Staff and Other Collects data on staff and other areas

Staffing Overview:

- Name of Staff: Enter the name of each staff person who worked for your THPP-NMD agency during the reporting month and has contact with the youth.
- Position: Enter the title of the corresponding SOW position for each staff person listed in the "name of staff" column. You may also include the title of the agency position, if applicable.
- # Of Youth on Caseload: enter the number of youth on each staff person's caseload for each program (THPP-NMD, THP+ and Other). If one or more of the programs do not apply, enter "0" (zero).
- Total caseload: Do not enter any information; this will automatically populate.
- Staff Supervise: For each staff person, enter the combined total of staff supervised for each program (THPP-NMD, THP+ and Other). If the staff person does not supervise anyone, enter "0" (zero).

Participants NOT Completing 240 Minutes of Training:

- *Name of Participant*: enter the name of each youth who did not complete at least 240 minutes (4 hours) of training during the reporting month.
- *Topic(s) Missed*: For each youth who did not complete all the required training, enter the SOW Section 9.0 title for each training topic missed.
- *Minutes Needed*: For each youth who did not complete all 240 minutes of training, enter the total number of minutes needed for each training topic missed.
- *Reason for Not Completing*: For each youth who did not complete all the required training, enter the reason why s/he did not complete at least 240 minutes of training.

Youth Age Alerts (THPP-NMD): Enter the number of youth who are 20.5 years or older.

Serious Incident Reports (SIR): Enter the number of SIRs completed via iTrack or manually during the reporting month and year-to-date.

Recreational Activities: Enter the number of recreational activities offered by the agency during the reporting month and the number of youth who attended those activities.

ENTRY ASSESSMENT☐ THPP-NMD

Agency Name:	Date of Birth (MM/DD/YYYY):
Name:	Age:
Program Entry Date:	Expected Emancipation Date:

Do you: (Select All That Apply) <input type="checkbox"/> Have a High School Diploma/GED: Name:	<input type="checkbox"/> Yes Graduation Date:	<input type="checkbox"/> No
<input type="checkbox"/> Attend High School: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I Expect To Graduate On: _____ If You Selected "Attend High School," What Are Your Plans After Graduation? (Check All That Apply) <input type="checkbox"/> Attend College <input type="checkbox"/> Obtain A Full-Time Job <input type="checkbox"/> Attend Vocational School <input type="checkbox"/> Join The Military <input type="checkbox"/> Other _____		

(FOR NMDs ONLY) What is your AB 12 (SOC 161) goal? Please select all that apply		
Attend College/Vocational School At Least Half-Time: Name: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Attend an Apprentice Program: Name: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have a Job Working At Least 80 Hours Per Month: Name: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Participate In A Program Or Activity Designed To Remove Barriers to Employment: Name: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have A Medical/Mental Condition That Prevents You From Participating In One of the Above: Condition: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

ENTRY ASSESSMENT

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: <input type="checkbox"/> Yes	<input type="checkbox"/> No Date:	
Name:			Relationship:	
Address:				
Email:	Length Of Time Known:	Verified: <input type="checkbox"/> Yes	<input type="checkbox"/> No Date:	
Name:			Relationship:	
Address:				
Email:	Length Of Time Known:	Verified: <input type="checkbox"/> Yes	<input type="checkbox"/> No Date:	
Name:			Relationship:	
Address:				
Email:	Length Of Time Known:	Verified: <input type="checkbox"/> Yes	<input type="checkbox"/> No Date:	
My Goals Are To: _____				

Participant Signature: _____

Date: _____

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Post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains chain letters, junk mail, pyramid schemes or other forms of advertising.

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Name _____ Date _____

Daily Living

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know where to go to get on the Internet.					
I can find what I need on the Internet.					
I know how to use my email account.					
I can create, save, print and send computer documents.					
I know the risks of meeting someone in person that I met online.					
I would not post pictures or messages if I thought it would hurt someone's feelings.					
If someone sent me messages online that made me feel bad or scared, I would know what to do or who to tell.					
I know at least one adult, other than my worker, who would take my call in the middle of the night if I had an emergency.					
An adult I trust, other than my worker, checks in with me regularly.					
When I shop for food, I take a list and I compare prices.					
I can make meals with or without using a recipe.					
I think about what I eat and how it impacts my health.					
I understand how to read food product labels to see how much fat, sugar, salt, and calories the food has.					
I know how to do my own laundry.					
I keep my living space clean.					
I know the products to use when cleaning the bathroom and kitchen.					
I know how to use a fire extinguisher.					

Self Care

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I can take care of my own minor injuries and illnesses.					
I can get medical and dental care when I need it.					
I know how to make my own medical and dental appointments.					
I know when I should go to the emergency room instead of the doctor's office.					
I know my family medical history.					
I know how to get health insurance when I am older than 18.					
I have at least one trusted adult who would visit me if I were in the hospital.					
There is at least one adult I trust who would be legally allowed to make medical decisions for me and advocate for me if I was unable to speak for myself.					
I know how to get the benefits I am eligible for, such as Social Security, Medicaid, Temporary Assistance for Needy Families (TANF), and Education and Training Vouchers (ETV).					
I bathe (wash up) daily.					
I brush my teeth daily.					
I know how to get myself away from harmful situations.					
I have a place to go when I feel unsafe.					
I can turn down a sexual advance.					
I know ways to protect myself from sexually transmitted diseases (STDs).					
I know how to prevent getting pregnant or getting someone else pregnant.					
I know where to go to get information on sex or pregnancy.					

Relationships and Communication

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I can speak up for myself.					
I know how to act in social or professional situations.					
I know how to show respect to people with different beliefs, opinions, and cultures.					
I can describe my racial and ethnic identity.					
I can explain the difference between sexual orientation and gender identity.					
I have friends I like to be with who help me feel valued and worthwhile.					
I am a part of a family and we care about each other.					
I can get in touch with at least one family member when I want to.					
I have friends or family to spend time with on holidays and special occasions.					
I know at least one adult I can depend on when I exit care.					
I know an adult who could be a grandparent, aunt or uncle to my children now or my future children.					
My relationships are free from hitting, slapping, shoving, being made fun of, or name calling.					
I know the signs of an abusive relationship.					
I know what my legal permanency goal is.					
I have information about my family members.					
I think about how my choices impact others.					
I can deal with anger without hurting others or damaging things.					
I show others that I care about them.					

Housing & Money Management

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I understand how interest rates work on loans or credit purchases.					
I understand the disadvantages of making purchases with my credit card.					
I know the importance of a good credit score.					
I know how to balance my bank account.					
I put money in my savings account when I can.					
I know an adult who would help me if I had a financial emergency.					
I use online banking to keep track of my money.					
I know the advantages and disadvantages of using a check cashing or payday loan store.					
I know how to find safe and affordable housing.					
I can figure out the costs to move to a new place, such as deposits, rents, utilities, and furniture.					
I know how to fill out an apartment rental application.					
I know how to get emergency help to pay for water, electricity, and gas bills.					
I know what can happen if I break my rental lease.					
I can explain why people need renter's or homeowner's insurance.					
I know an adult I could live with for a few days or weeks if I needed to.					
There is at least one adult that I have regular contact with, other than my case manager or other professional, who lives in stable and safe housing.					
I know an adult I can go to for financial advice.					
I plan for the expenses that I must pay each month.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I keep records of the money I am paid and the bills I pay.					
I know what happens in my state if I am caught driving without car insurance or a driver's license.					
I can explain how to get and renew a driver's license or state ID card.					
I can figure out all the costs of car ownership, such as registration, repairs, insurance, and gas.					
I know how to use public transportation to get where I need to go.					

Work and Study Life

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to develop a resume.					
I know how to fill out a job application.					
I know how to prepare for a job interview.					
I know what the information on a pay stub means.					
I can fill out a W-4 payroll exemption form when I get a job.					
I know what employee benefits are.					
I know what sexual harassment and discrimination are.					
I know the reasons why my personal contacts are important for finding a job.					
I know how to get the documents I need for work, such as my Social Security card and birth certificate.					
I know how and when I can see my child welfare or juvenile justice records.					
I know an adult who will go with me if I need to change schools.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to get help from my school's mental health services.					
I know where I can get help with an income tax form.					
I have an adult in my life who cares about how I am doing at school or work.					
I can take criticism and direction at school or work without losing my temper.					
I know how to prepare for exams and/or presentations.					
I know where I can get tutoring or other help with school work.					
I look over my work for mistakes.					
I get to school or work on time.					
I get my work done and turned in on time.					

Career and Education Planning

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to find work-related internships.					
I know where to find information about job training.					
I can explain the benefits of doing volunteer work.					
I have recently talked to an adult who works in a job I would like to have.					
I know what type (college, trade school) education I need for the work I want to do.					
I know how to get into the school, training, or job I want after high school.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to find financial aid to help pay for my education or training.					
I have talked about my education plans with an adult who cares about me.					
I know an adult who will help me apply for training or education after high school.					

Looking Forward

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I believe I can influence how my life will turn out.					
I can describe my vision for myself as a successful adult.					
I have a good relationship with a trusted adult I like and respect.					
I would like to use my experience to help other youth.					
I believe my relationships with others will help me succeed.					
I feel I am ready for the next phase of my life.					
Most days, I am proud of the way I am living my life.					
Most days, I feel I have control of how my life will turn out.					



EXIT ASSESSMENT					
<input type="checkbox"/> THPP-NMD					
Participant Name:					
Agency Name:			Entry Date:		Exit Date:
Contact Information:		Cell Phone		Email:	
New Address:					
Permanent Adult Connection:			Phone Number:		
The goals that I have achieved/completed while in the program (check all that apply):					
<input type="checkbox"/> High School Diploma	<input type="checkbox"/> GED	<input type="checkbox"/> Vocational Certificate	<input type="checkbox"/> Employment	<input type="checkbox"/> Other (please explain):	
1. How would you rate your training and overall experience while residing in the Program:					
<input type="checkbox"/> Most Helpful	<input type="checkbox"/> Helpful	<input type="checkbox"/> Neutral	<input type="checkbox"/> Least Helpful	<input type="checkbox"/> Not Helpful	
2. <input type="checkbox"/> I would recommend the Program			<input type="checkbox"/> I would not recommend the Program		
3. On a scale from 1-4 with 4 being the most positive, please rank your overall training:					
(4) Most Helpful (3) Helpful (2) Neutral (1) Least Helpful ↓					
___ Budgeting	___ Employment Skills	___ Decision-Making	___ Relationship Building	___ Other (specify):	
4. Where and with who will you live now?					
5. Are you employed:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If marked Yes, are you employed (please select one) →	<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time
6. Are you in school: <input type="checkbox"/> Yes If Yes, what type?↓					<input type="checkbox"/> No
<input type="checkbox"/> High School <input type="checkbox"/> Vocational <input type="checkbox"/> 2 year college <input type="checkbox"/> 4 year college					
7. The best thing about the Program is:					
8. The Program could be improved by:					
9. What did you learn that you didn't know before you entered the Program:					
10. Were you able to save money?			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
11. Did you save enough money to move into an apartment?			<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Participant Signature: _____

Date Completed by Participant _____

THPP-NMD Monthly Census

Agency: _____

Month of _____

No.	Unit Address	SPI	Unit Telephone Number	Care Manager/ Social Worker	Name of Participant (First, Last)	DOB	Gender	# Child Placed Together	Placing County	County Dest.	Entry Date	OCE Expiration Date
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

Note(s):

Youth's Name

CSW/DPO Name

Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Application

THPP-NMD is a countywide transitional housing placement program for court Nonminor Dependents (NMDs) age 18 up to 21. The program provides a safe living arrangement and supportive services, so NMDs can practice the skills needed to live independently upon exiting foster care. **THPP-NMD is not intended to be used as an emergent or short term placement option.**

For THPP-NMD Placements within Los Angeles County:

1. CSW/DPO contact the THPP-NMD Agency directly to confirm openings

THPP-NMD Agency	Intake Person	Telephone and Fax numbers	Housing Located in SPAs

2. CSW/DPO submits the following Intake Packet to the THPP-NMD Agency. An Intake Packet must be submitted to *each* THPP-NMD Agency the CSW/DPO is considering for placement of the NMD.

- | | |
|---|--|
| <input type="checkbox"/> THPP-NMD Application (pgs 2-4; NMD must complete) | <input type="checkbox"/> Status Review court report |
| <input type="checkbox"/> Case Plan | <input type="checkbox"/> Transitional Independent Living Plan (TILP) |
| <input type="checkbox"/> Health and Education Packet or similar document | <input type="checkbox"/> SOC 161 and <input type="checkbox"/> SOC 162 or 163 |

Some agencies may need additional documents to make an appropriate assessment.

3. Upon receipt of the Intake Packet, the THPP-NMD Agency will contact the CSW/DPO to request additional information and/or schedule an interview within 7 business days.

4. The THPP-NMD Agency will notify the CSW/DPO of NMD's acceptance or denial within 7 business days after the NMD has completed the interview process.

5. Upon placement, the agency must have the SOC 152 and the DCFS 709 or the previous Needs and Services Plan, if applicable.

For non-contracted THPP-NMD Placements, complete and submit the DCFS 6081 per existing THPP-NMD Special Placement Procedures.

For all THPP-NMD related information, CSWs may contact their respective Service Bureau Liaisons or send an email to: thpp@dcfs.lacounty.gov and DPOs may send an email to: probab12@probation.lacounty.gov.

Date received by agency :

To be completed by THPP-NMD agency

Youth's Name

CSW/DPO Name

Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Application

(Please TYPE or PRINT your application)				DATE:			
Youth's Name:			Case Number #:				
Home #:		Cell#:		Other #:			
E-mail address:							
Current Address:							
City:			State:		Zip Code:		
Birthday:			Age:		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male		
Parenting: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Name(s) and Date(s) of Birth							
<u>CAREGIVER/CASE MANAGER:</u>			<u>GROUP HOME NAME:</u>				
Name:		Relationship:					
Home #:		Work #:			Cell #:		
<u>PERMANENT ADULT CONNECTION: (Person Who Can Always Find You)</u>							
Name:		Relationship:					
Home #:		Work #:			Cell #:		
Address:							
City:		State:		Zip Code:			
<u>DCFS/PROBATION INFORMATION:</u>							
CSW/DPO:		Email:					
Office #:		Cell #:			Fax #:		
Office Name:							
SCSW/SDPO:		Office #:					
ILP/Transition Coordinator:							
<u>HEALTH CONDITIONS:</u>							
<u>Mental Health Diagnosis:</u>		List any mental health issues, past or present:					
Therapist/Counselor Name:							
Office #:		Fax #:			Cell #:		
<u>Medications:</u> (Please list all over-the-counter and prescription medication, including psychotropic medication you are currently taking)							

Youth's Name

CSW/DPO Name

Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Application**EXTENDED FOSTER CARE ELIGIBILITY CRITERIA:** (Attach SOC 161 to this application)

Please select the criteria that apply:

- ☐ Complete secondary education/equivalent credential
- ☐ Enroll in postsecondary/vocational education institution
- ☐ Employed at least 80 hours per month
- ☐ Participating in activity designed to promote or remove barriers to employment
- ☐ Incapable of doing any above activities due to medical condition

EDUCATION (Check the box for highest grade completed)
☐ 9th ☐ 10th ☐ 11th ☐ 12th ☐ HSD ☐ GED

Name of High School:

HS Graduation Date:

College/Trade School attending or last attended:

Units completed:

I have earned a(n): ☐ AA/AS degree ☐ Vocational Certificate ☐ Other: Explain:**EMPLOYMENT INFORMATION:**Are you currently employed? ☐ Yes ☐ No If Yes, complete below

How long have you been employed?

Name of company:

Address:

City:

State:

Zip code:

Job position:

Work schedule (Hours/Days):

Supervisor's name:

Earnings per hour:

Previous work/volunteer experience ☐ Yes ☐ No

Name of company:

Dates:

Job/Volunteer position:

LEGAL/GANG HISTORY:Are you or have you ever been on adult Probation/Parole? ☐ Yes ☐ No

Probation/Parole office name:

Phone number:

If you were/are on Probation/Parole, please explain the nature of the incident:

Are you now or were you ever affiliated with a gang? ☐ Yes ☐ No

What gang?

Current status:

CSW/DPO Name

--

YOUTH'S PERSONAL STATEMENT
(Please Complete or Attach Your Personal Statement)

[illegible]

CSW/ DPO Signature: _____ Date: _____

THPP-NMD Referral and Screening Form (RSF)

Agency _____ NMD _____

DOB _____ Age _____ Gender _____

THPP-NMD Intake Packets will come directly from the CSW/DPO or department designee to the contracted providers. Providers may request additional documentation as needed to make a thorough assessment. The intake packet consists of the following documents. If you reviewed additional documents to evaluate the NMD please list them under *other*.

Intake Packet

- ☐ THPP-NMD Application ☐ SOC 161 ☐ SOC 162 or ☐ SOC 163
☐ Current Status or Judicial Review/Court Report ☐ TILP
☐ Case plan

Other

Outcome of Assessment/Interview

- ☐ NMD was interviewed ☐ NMD was ***not*** interviewed ☐ NMD was ***not*** interested
☐ NMD is ***not*** appropriate for THPP-NMD ☐ Agency ***cannot*** place NMD within 45 days
☐ NMD didn't follow thru ☐ NMD did not return phone calls (3 attempts)
☐ NMD didn't show-up for interview/appointment on _____
☐ CSW/DPO didn't follow thru ☐ CSW/DPO did not return phone calls (3 attempts)
- ☐ NMD has been accepted and has a ***projected*** move-in date of _____

ALL RSFs are to be sent to the referring CSW/DPO and respective CPM using the guidelines listed below.

Process for appropriate NMDs

Once the intake packet and any additional documentation has been reviewed, within 7 business days the provider will interview appropriate NMDs and determine if its program will best meet the NMDs needs. After the interview has been completed and all parties agree on pursuing placement, the provider is to submit the following items to the CPM for placement authorization:

- ☐ THPP-NMD referral and screening form ☐ THPP-NMD application
☐ TILP ☐ SOC 161 ☐ SOC 162 or ☐ SOC 163
☐ Pre-placement Appraisal
☐ Placement Information & Authorization Form (PIAF, Exhibit A-4) with the following attached:
 - ☐ CCLD License or recent Facility Evaluation Report
 - ☐ Certificate of Liability Insurance
 - ☐ Current Certificate of Compliance

- ☐ Proposed roommates: _____
 ☐ DCFS or ☐ Probation ☐ DCFS or ☐ Probation

CPM or designee will review the submitted items, sign and return the PIAF to authorize or decline placement.

THPP-NMD Referral and Screening Form (RSF)

Agency _____ NMD _____

DOB _____ Age _____ Gender _____

Process for inappropriate NMDs*

Once the intake packet and any additional documentation has been reviewed or after the NMD has been interviewed, and the provider determines the NMD is not appropriate for its program or THPP-NMD in general, the provider, within 7 business days following the interview, will notify the referring party of its decision **and** submit the following to CPM:

- ☐ THPP-NMD referral and screening form
☐ THPP-NMD application
☐ Pre-placement Appraisal (for NMDs determined inappropriate after interview)

Reason for denial:

☐ RSF sent to CSW/DPO_____
Date_____
Name of staff completing this document_____
Title_____
Signature_____
Date

**Intake packets for NMDs determined to be inappropriate for THPP-NMD will be reviewed by County staff to determine if NMD would benefit from supportive services (e.g. wraparound) to increase likelihood of acceptance and success in THPP-NMD.*

THPP-NMD Referral Log

revised 7.25.10

Agency: _____

As of _____

(enter date)

No.	Name of Applicant (First, Last)	DOB	Gender	Received Date	Referral County	Referral County Dept	LA County DCFS Office	Interview/ Reviewed Date	Action (6 options)	Action Date	Length of Referral	Final Entry Date	Projected Entry Date	Comments
1											0	N/A		
2											0	N/A		
3											0	N/A		
4											0	N/A		
5											0	N/A		
6											0	N/A		
7											0	N/A		
8											0	N/A		
9											0	N/A		
10											0	N/A		
11											0	N/A		
12											0	N/A		
13											0	N/A		
14											0	N/A		
15											0	N/A		
16											0	N/A		
17											0	N/A		
18											0	N/A		
19											0	N/A		
20											0	N/A		
21											0	N/A		
22											0	N/A		
23											0	N/A		
24											0	N/A		
25											0	N/A		

AFTERCARE CONTACT FORM

Reporting Period: <input type="checkbox"/> 90 Days <input type="checkbox"/> 180 Days <input type="checkbox"/> 12 Months <input type="checkbox"/> 18 Months <input type="checkbox"/> 24 Months		
Agency Name:		Exit Date:
Participant:	Date of Birth (DD/MM/YYYY):	Age:

☐ Planned ☐ Unplanned

Employed at Exit:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Enrolled in School at Exit (college, high school, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Destination at Exit:			
Destination Address at Exit:			
Cell Phone:	Email:		
Facebook User ID:	Instagram User ID:	Twitter User ID:	
Permanent Adult Connection Remain the Same: <input type="checkbox"/> Yes <input type="checkbox"/> No			
If marked Yes please write N/A if marked No please explain:			

Contact Attempts for Reporting Period						
Date of Contact:	Method of Contact:	Employed:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> F/T	<input type="checkbox"/> P/T	
Describe Housing Status:						
<input type="checkbox"/> First Attempt <input type="checkbox"/> Second Attempt <input type="checkbox"/> Outcome:						
Date of Contact:	Method of Contact:	Employed:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> F/T	<input type="checkbox"/> P/T	
Describe Housing Status:						
Date of Contact:	Method of Contact:	Employed:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> F/T	<input type="checkbox"/> P/T	
Describe Housing Status:						
Date of Contact:	Method of Contact:	Employed:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> F/T	<input type="checkbox"/> P/T	
Describe Housing Status:						
Comments:						

☐ THPP-NMD

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Youth Reproductive Health and Pregnancy

0600-507.10 | Revision Date: 02/04/19

Overview

This policy provides guidelines for CSWs to address reproductive health care such as sexually transmitted infections (STIs) and pregnancy with youth, including available resources and options for pregnant youth.

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Version Summary

This policy guide was updated from the 1/30/2017 version, to include State requirements related to addressing reproductive and sexual health care and related rights with youth and Non-minor Dependents (NMDs) and includes the duties and responsibilities of CSWs on providing youth and NMDs with unintended pregnancy prevention services and related sexual health care information (ACL 16-88).

POLICY

Reproductive and Sexual Health Care and Related Rights for Youth and NMDs

[State law](#) mandates social workers to inform a youth or NMD in foster care of his/her rights regarding sexual and reproductive health care to include as follows:

1. The right to receive medical services, including reproductive and sexual health care.
2. The right to consent to, or decline, medical care (without need for consent from a parent, caregiver, guardian, social worker, probation officer, court, or authorized representative) for:
 - a. The prevention or treatment of pregnancy, including contraception, at any age.
 - b. Abortion, at any age.
 - c. Diagnosis and treatment of sexual assault, at any age.
 - d. The prevention, diagnosis, and treatment of STIs, at age twelve (12) and older.
3. The right to access age-appropriate, medically accurate information about reproductive and sexual health care without discrimination or harassment, including but not limited to:
 - a. The prevention of an unplanned pregnancy, including abstinence and contraception, at any age.
 - b. Abortion care and other pregnancy services, at any age.

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- c. The prevention, diagnosis, and treatment of STIs, including but not limited to, the availability of the Human Papillomavirus (HPV) vaccination, at age twelve (12) and older.

4. Confidentiality Rights:

- If the youth has the right to personally consent to medical services, such services shall be provided confidentially and maintained as confidential between the provider and the youth to the extent required by HIPAA. Disclosure of services may only be provided through written consent of the youth or through a court order.
 - When a youth has a right to consent, examinations and/ or treatment by a medical provider shall be private unless the youth specifically requests otherwise.
5. The right to be provided transportation to reproductive and sexual health-related services in a timely manner.
 6. The right to obtain, possess and use contraception of his/ her choice, including condoms.
 7. The right to storage space and to be free from unreasonable searches of his/ her belongings. Contraception cannot be taken away as part of a disciplinary measure or for religious beliefs, personal biases and/ or judgments of another individual.
 8. The right to independently contact state agencies, including the Community Care Licensing Division of the California State Department of Social Services (CDSS) and 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. Depending on the type of facility and age of the child/youth/NMD, to have personal rights posted and/ or explained in an age and developmentally appropriate manner, and provided to the child/youth/ NMD.

In addition to those rights outlined in the [Foster Youth Bill of Rights](#), reproductive and sexual health care rights of youth and NMDs in out-of-home care should be given in a manner appropriate to the age and/ or development level of the youth or NMD upon entry into placement and **at least every six (6) months thereafter**. "[A Guide for Case Managers: Assisting Foster Youth with Healthy Sexual Development and Pregnancy Prevention](#)" provides information on the roles and responsibilities of social workers in providing sexual health care information as well as guidance on addressing such matters with youth and NMDs.

See "[Documentation of Pregnancy and Parenting in CWS/CMS for Youth and NMDs](#)" odocumenting discussions related to the child/youth/NMD's reproductive rights and pregnancy.

Pregnancy Prevention & Avoiding Sexually Transmitted Infections

CSWs are permitted to distribute condoms to dependent DCFS youth in foster care. CSWs should consult with the manager of their respective DCFS office on the availability of condoms for distribution to youth and seek guidance from their assigned SCSW and PHN on how to [provide a](#) [^]

educational context for the youth receiving condoms. CSWs can also refer youth/NMDs to the [condom project](#) for free condoms.

DCFS and Department of Public Health (DPH) Public Health Nurses (PHNs) are available for consultation with the CSW, for direct consultation with the youth/NMD, and for [joint response or collaborative planning](#) regarding all reproductive health issues.

Any DCFS served youth can be seen at any of the Medical Hubs for Reproductive Health Information and Discussion of Available Birth Control Options. For additional information, see [Overview of Youth's Rights for Sexual Health Services, Sexual Health Services Available at the Medical Hub Clinics and Reproductive Health Resources for Youth](#).

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Pregnancy

A youth/NMD's choice to [continue](#) or [terminate](#) her pregnancy is a very personal decision and the CSW must support the youth/NMD's decision without expressing personal bias or attempting to influence her decision. Youth/NMD should be directed to the [Planned Parenthood, a Los Angeles County Health Clinic](#) or an equivalent local family planning clinic for assistance in pregnancy testing and counseling/ education regarding her options. CSWs will ensure that the local, family planning clinic the youth/NMD is referred to provides counseling/education for a full range of options. These options include parenting, adoption, and pregnancy termination. A youth/NMD should also be encouraged to seek out people who will support her in making a decision, such as her partner, family, friends, clergy, or a professional counselor.

Revealing pregnancy information in the absence of a youth/NMD's written consent is a violation of her right to privacy. The right to such privacy also belongs to the father of the child if he is a dependent, thus his written consent is also required. This does not apply when documenting all non-reproductive/routine medical information in the youth/NMD's case file or on CWS/CMS, or when sharing medical information with health care providers when appropriate.

Continuing the Pregnancy

If a youth/NMD becomes pregnant, she has the right to continue her pregnancy, regardless of her age, marital status, or financial situation. All youth/NMD in care are eligible to receive [Medi-Cal](#) and financial support to provide for themselves and their children.

It is important that a pregnant youth/NMD visit a doctor for prenatal care, including:

- Regular check-ups during pregnancy
- Following guidelines for nutrition during pregnancy
- Getting enough rest
- Regular exercise

If a youth/NMD thinks she is pregnant, she should talk with her health care provider before taking any medications.

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Termination of Pregnancy

If a youth/NMD at any age does not want to continue a pregnancy, she has the legal right to terminate it. If the youth/NMD is under DCFS supervision, ensure that the youth/NMD's transportation needs are met, including transporting her, if necessary. The CSW does not have to transport the youth/NMD; however, the CSW is responsible for ensuring transportation needs are met. When appropriate, the youth or NMD should be encouraged to discuss her situation and her feelings about terminating the pregnancy with her partner, parents, or trusted adult. No one has the legal right to force a youth/NMD to terminate or choose not to terminate the pregnancy, regardless of the youth/NMD's age. Termination of pregnancy services are time sensitive. If the youth/NMD's right to these services are being violated, the CSW shall ensure that the youth is able to obtain the services in a timely manner.

Family planning clinic staff will answer questions about types of abortions, fees, and services available. The cost of abortion is covered by Medi-Cal. Counseling for young women considering abortion is available at the [Planned Parenthood or a Los Angeles County Health Clinic](#).

Safe Surrender

The CSW, and DPO if the youth/NMD receives dual supervision, must inform any youth of childbearing age of the [Safe Haven](#) law and provide her with the Safe Surrender Hotline number 877-BABY-SAFE. The law states that no parent/legal guardian who has custody of a minor child who is seventy-two (72) hours (three (3) days) old or younger may be prosecuted for child abandonment, if he/she voluntarily surrenders physical custody of the child to a designated employee at a public or private hospital emergency room. The law also allows for a fourteen (14) day "cooling off" period, during which the parent/legal guardian may return to reclaim the child.

Adoption

Adoption can be an alternative for a youth/NMD who does not feel prepared to raise a child but does not want to have an abortion. Adoption is a legal process, during which the youth gives up all rights and responsibilities as a parent. Adoption is permanent and cannot be reversed.

There are two methods for legal adoption in California:

- Through a private or government agency, where the agency takes full responsibility for all legal matters involved
- Independent adoption, where the parent locates an adoptive family on her own.

In both cases, the adopting family must be approved before the adoption process is final.

If the youth/NMD expresses an interest in adoption, CSWs should provide youth/NMDs with the DCFS Adoption Information/Intake number, (888) 811-1121 to seek assistance from an Adoption CSW to discuss adoption. CSWs should also provide the youth/NMD with their attorney's information so that they may get legal advice regarding adoption.

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Safe Pregnancy and Healthy Baby

Collaborative Planning with a Public Health Nurse (PHN)

When a youth/NMD chooses to continue a pregnancy and to become a parent, upon written consent, the CSW and a Public Health Nurse (PHN) co-located in the CSW's office will have a collaborative planning meeting with the youth. At this meeting, the youth/NMD's needs will be assessed and interventions to ensure a safe pregnancy and a healthy baby will be provided. These interventions may include, but are not limited to:

- A joint visit to the home, hospital, school, or office
- Sending for medical records
- Interpreting medical information
- Referrals to appropriate community agencies

The goal of the collaborative planning meeting is to develop a plan that protects the youth and her child's health and safety needs. During a CSW/PHN joint visit, the PHN will make skilled observations of the youth/NMD's general health, nutritional, and developmental status through the use of the Home Visit Observations Attachment to the Home Visitation Guidelines. All health information will be entered into the youth's Health and Education Passport.

When a home visit is indicated, the PHN and the CSW will meet at the youth/NMD's placement to assess her health, safety, and health practices. During the joint visit, the PHN will:

- Assist the CSW with the assessment of the home environment.
- Identify actual and potential health needs of the youth/NMD and her child(ren) through observation and interviews.
- Inform the CSW of any health and/or safety concerns.

Nurse Family Partnership (NFP) Program

A youth/NMD qualifies for the [Nurse Family Partnership \(NFP\)](#) program services if she meets all of the following criteria:

- Is receiving DCFS services
- Is pregnant for the first time
- Is no more than twenty-four (24) weeks pregnant
- Agrees to NFP program services

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The program provides home visiting services, beginning during the pregnancy and extending through the child's first two (2) years of life. The PHNs who visit the youth's home will focus on the new mother's health and on her development as a mother.

If NFP is not an option, consider other home visitation resources, such as Welcome Baby or explore early intervention programs, such as Early Head Start.

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Expectant and Parenting Youth (EPY) Conference

An Expectant and Parenting Youth (EPY) Conference (formerly Pregnant and Parenting Teen (PPT) Conference) is a voluntary proactive tool intended to identify and discuss issues related to pregnancy and early stages of child rearing for expectant or parenting youth, including fathers. EPY Conferences focus on planning for healthy parenting, identifying appropriate resources and services, and preparing for a successful transition to independence.

Early Infant Supplement (EIS) and Infant Supplement

EIS is for DCFS-supervised pregnant youth in placement to purchase items or services to help prepare for the birth of their infant. EIS monthly payment of \$415.00 is for pregnant youth in the 7th, 8th, and 9th month of pregnancy, prior to the birth of the baby. For pregnant youth who have not reached the age of majority (18 years old), EIS payments are issued to an out-of-home caregiver. For pregnant NMDs, EIS payments are issued directly to the youth, unless a specialized caregiving circumstance warrants otherwise.

EIS applications will only be accepted until the expected delivery date provided by the healthcare provider, or until the birth of the infant, whichever occurs first.

Pregnant youth residing in the home of one or both parents (HOP) are not eligible to receive EIS payments from DCFS since they are eligible to receive financial assistance from the Department of Public Social Services (DPSS) to prepare for the birth of their baby. However, if a pregnant youth residing in the home of a parent is denied assistance by DPSS due to not having an eligible immigration status, DCFS will provide EIS payments with verification of ineligibility from DPSS.

After the birth of the child, EIS payments will no longer be issued; however, if the newborn remains under the care of the youth, a referral for an Infant Supplement payment should be made by submitting a DCFS 280 request to the TA/EW, and also requesting Medi-cal be issued for the infant.

Documentation of Pregnancy and Parenting in CWS/CMS for Minor and Nonminor Dependents

Under the requirements of [SB 794](#), data regarding pregnancy must be collected and reported. Pregnancy is a health condition which may be reported by the youth, their caregiver or physician. Due to the confidential nature of this information, conversations with youth about pregnancy-related topics should be handled with sensitivity and care to eliminate coercion regarding the disclosure of pregnancy status. Any disclosure regarding pregnancy requires the youth/NMD's written consent

There are two (2) ways to capture pregnancy information in CWS/CMS. Pregnancy information may be entered under the Observed Condition tab or under the Diagnosed Condition tab. The correct way to enter this data depends on whether the youth/NMD has consented to the release of information.

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Discussions related to the child/youth/NMD's reproductive rights and pregnancy may also be documented in the CWS/CMS Case Notes (i.e. Title XXs) with suggested language as follows:

- The CSW and the child/youth/NMD discussed topics of reproductive health.
- The CSW provided resources regarding reproductive health.
- The CSW offered to remove any barriers the child/youth/NMD may experience accessing reproductive health.

Under the requirements of [SB 528](#), complete and accurate data on parenting minor and NMD parents must be collected. The reported data must also include the parenting minor's or NMD's county, age, ethnic group, placement type, time in care, number of children they have, and whether the children are court dependents.

Entering Pregnancy Information as an Observed Condition

When a CSW first learns that a youth or NMD is pregnant, the information should be entered into CWS/CMS via the [Observed Condition](#) tab. This will ensure that the information is not automatically populated on the [Health and Education Passport \(HEP\)](#) and will keep the information private from caregivers and others such as school personnel, counselors, mentors and Foster Youth Services providers that receive copies of a youth's HEP. This information may not be relevant to the provisions of some types of services and supports and therefore need not be included in the HEP. Additionally, whenever possible, youth and NMDs should be consulted prior to the disclosure of any pregnancy-related information.

Entering Pregnancy Information as a Diagnosed Condition

Pregnancy information can also be entered into CWS/CMS under the [Diagnosed Condition](#) tab, although this manner of entering the information will result in the information being displayed in the HEP. Entering the pregnancy as a diagnosed condition is necessary when the youth has been hospitalized as a result of the pregnancy. If a youth or NMD has been hospitalized for a health issue related to the pregnancy, such as a pregnancy complication or due to giving birth to a child, the pregnancy must be recorded as a diagnosed condition in order to allow for entering the hospitalization information. Pursuant to WIC section 16010(a), any hospitalization must be recorded in a manner in which the information would be entered into the youth or NMD's HEP.

If a youth or NMD is hospitalized for a pregnancy related issue, please follow the instructions listed under [Assisting a Pregnant Youth/NMD](#) that shows how to properly capture this information. Whenever possible, youth and NMDs should be consulted prior to the disclosure of any pregnancy-related information, including that of pregnancy related hospitalizations.

Entering Parenting Information in CWS/CMS for Youth and NMDs

The [All County Information Notice \(ACIN\) I-73-16](#), provides information on the state-required guidelines for entering parenting information into CWS/CMS. Prior to release ACIN I-73-16, guidelines had been established via [ACIN I-60-15](#) to collect data on parenting youth via CWS/CMS data entry. An FYI was issued (FYI 16-01) on how to document the state-required information into CWS/CMS and an update to FYI 16-01 was released via [FYI 16-19](#). [Back to Top ^](#)

Cross Reporting to Law Enforcement

Any person who engages in an act of sexual intercourse with a youth who is not more than three (3) years older or three (3) years younger is guilty of a misdemeanor. Perpetrators who are more than three (3) years older than the youth, or any perpetrator age twenty-one (21) or older when the minor is under sixteen (16) years of age, has committed either a misdemeanor or a felony. In either case, the CSW must ensure that a [child abuse report](#) is made with DCFS and that a [cross report](#) is made to local law enforcement. In the absence of an emergency, prior to disclosure, the CSW must inform the youth that they will be disclosing this information and explain the reason for that disclosure.

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PROCEDURE

Prevention of Unintended Pregnancy for Youth and NMDs

CSW Responsibilities

1. Provide a copy of the [Foster Youth Bill of Rights](#) upon entry into foster care and at least once every six (6) months at the time of scheduled contact.
2. Provide access to age-appropriate, medically accurate information about:
 - a. Reproductive and sexual health care.
 - b. Unplanned pregnancy prevention, including abstinence, and use of birth control.
 - c. Options regarding pregnancy, including abortion.
 - d. Prevention and treatment of STIs.
3. Inform youth, in an age appropriate manner, of their rights to consent at any age to pregnancy-related care, including contraception, abortion, and prenatal care.
4. Inform youth of their right to consent at age 12 or older to the prevention, diagnosis, and treatment of STIs.
5. Inform youth and NMDs about their confidentiality rights regarding medical services and seek the youth's and NMD's written consent prior to any disclosure of their sexual or reproductive health information. Also, inform youth and NMDs of their right to withhold consent to such disclosure(s).
6. Ensure youth are up-to-date on their annual medical appointments.
7. Ask the youth and NMD if they are facing any barriers in accessing reproductive and sexual health care services or treatment, and ensure any barriers are addressed in a timely manner.
8. Personal biases and/ or religious beliefs will not be imposed upon youth and NMDS.
9. Use the [reasonable and prudent parent stand](#) to create normalcy and to support the healthy sexual development of youth and NMDs based on their individual needs. See the [Guide for Case Managers: Assisting Foster Youth with Healthy Sexual Development and Pregnancy](#)

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Prevention.

10. Provide youth/NMD with the youth-friendly brochure, "[Know your Sexual and Reproductive health Care Rights.](#)"
11. Provide resources such as [Planned Parenthood](#), a Los Angeles County Health Clinic, and/ or a primary physician, information on condom availability, as well as other resources to address the [sexual health needs of DCFS-served youth](#).
12. Provide pregnant youth/ NMD with Reproductive Health and Parenting Resources for Teens in LA County. The resources listed in this document are not exhaustive, but will serve as a starting point for locating resources appropriate for the individual youth/NMD.
13. Document in the Case Plan any measures taken towards ensuring that items #1 through -#7 under, "[Reproductive and Sexual Health Care and Related Rights for Youth and NMDs](#)" were completed.

Assisting a Pregnant Youth/NMD**CSW Responsibilities**

1. Upon a youth/NMD's disclosure that she is pregnant:
 - a. With the youth's written consent, immediately inform PHN about the pregnant youth.
 - b. Document in the Health Notebook the pregnancy as an observed condition.
 - i. Click on the [Observed Condition](#) page tab.
 - ii. To add an Observed Condition, click the "+" in the Observed Condition grid to create a new row, and complete all known and mandatory fields.
 - iii. Under Condition, select Physical Health from the Category dropdown list and Pregnant from the Health Problem dropdown list.
 - iv. Add any known contact information regarding the pregnancy related health care provider in the Description box under the Health Problem dropdown list.
 - v. Any condition with the Alert box selected will populate in the Health and Education Passport (HEP).
 - c. If the youth/NMD has an open referral, discuss with the youth/NMD whether her family knows about the pregnancy and their attitude toward the pregnancy.
2. If the youth/NMD is hospitalized for a pregnancy related issue, in the Health Notebook:
 - a. Click on the [Diagnosed Condition](#) page tab.
 - b. To add a Diagnosed Condition, click the "+" in the Diagnosed Condition grid to create a new row, and complete all known and mandatory fields.
 - i. Under Condition, select Physical Health from the Category dropdown list and Pregnant from the Health Problem dropdown list.
 - ii. Add a Health Problem Description.
 - c. Click on the Hospitalization page tab.

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- d. To add a Hospitalization, click the "+" in the Hospitalizations grid to create a new row.
 - i. You will be prompted to Select Client Condition.
 - ii. Select the applicable Client Condition (Pregnant) from the Client Condition list.
 - iii. Click "Ok".
 - e. Complete all known and mandatory fields.
 - i. In the Hospitalization Comments, include information about the reason for the hospitalization. Examples may include severe morning sickness, premature labor, high blood pressure, or facts of the birthing including, but not limited to if the youth gave birth via a caesarean section, any birthing complications and information about the baby (e.g. names, weight, length, date of birth, apgars, etc.), etc.
3. Advise the youth/NMD of the family planning options available to her, including:
 - Terminating the pregnancy
 - Continuing the pregnancy and relinquishing the baby for adoption
 - Continuing the pregnancy and keeping the baby
 3. Reassure the youth/NMD that she will receive CSW support no matter her choice.
 4. Provide the youth with a copy of [Reproductive Health and Parenting Resources for Teens in LA County](#) prior to closing the referral or promoting the referral to a case.
 5. Refer the youth/NMD to [Planned Parenthood, a Los Angeles County Health Clinic](#) and/or a primary physician to further discuss her family planning options
 - If the youth/NMD is under DCFS supervision, ensure that the youth/NMD's transportation needs are met, including transporting her, if necessary. The CSW does not have to transport the youth/NMD; however, the CSW is responsible for ensuring transportation needs are met.
 6. Inform the youth/NMD of their right to confidentiality. If appropriate, encourage the youth/NMD to discuss family planning options with her parent(s)/legal guardian and her attorney.
 7. If a DCFS-supervised youth/NMD decides to continue her pregnancy, inform her of the [Nurse Family Partnership \(NFP\)](#) program.
 - If she wishes to participate and qualifies, refer her for the services.
 8. Offer the youth/NMD an EPY Conference, (formerly known as a Pregnant and Parenting Teen (PPT) Conference) to assist with planning for healthy parenting, identifying resources and preparing for a successful transition to independence as a young parent.
 - If the youth/NMD agrees, submit the [DCFS 174](#) requesting the EPY Conference via the referral portal to "PPT/EPY."
 9. Inform the youth/NMD of the [Safe Haven](#) law.
 10. If the youth has an open referral, arrange for a [joint response](#) with a PHN.

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11. For DCFS-supervised youth/NMD, depending on her decision, follow the appropriate procedure:
 - [Terminate the pregnancy](#)
 - Continue the pregnancy and [relinquish the baby](#) for adoption
 - Continue the pregnancy and [keep the baby](#)
12. Document on the "Observed Condition" tab in CWS/CMS that:
 - Referrals were provided to the youth/NMD(s) (mother and/or father)
 - The options for managing the pregnancy (family planning) were discussed prior to promoting the referral to a case, closing the referral, or on the open case.
 - Document in the Health Notebook information regarding the pregnancy and related medical treatment, including the name, address, and phone number of the physician providing prenatal care.
13. If a [Child and Family Team \(CFT\)](#) meeting is held, advise the youth/NMD that her pregnancy will not be revealed during the CFT unless she authorizes it.
14. If a youth/NMD's open referral is promoted to a case, incorporate financial and medical assistance, as well as pregnant teen programs, into the [case plan](#). Follow the procedures set forth in [For a Pregnant Youth under DCFS Supervision](#).
15. If a placement decision must be made for a youth/NMD, her prenatal needs must be considered along with the permanency needs of her family unit, if the youth chooses to become a parent.
 - The youth/NMD should be advised that not revealing her pregnancy status may lead to a placement move.
 - Discuss with the youth/NMD about the importance of informing the [Resource Parent](#) that they are pregnant so that they can help support her. If the youth/NMD declines to disclose her pregnancy to the Resource Parent, explore with the youth/NMD why they do not feel comfortable.
16. At each subsequent home visit:
 - a. Determine whether the youth/NMD and her family are using the referred resources.
 - b. Document that information in the Contact Notebook.

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Terminating a Pregnancy

CSW Responsibilities

1. Confirm that you have followed all of the steps in [Assisting a Pregnant Youth](#).
2. If the youth/NMD provides written consent and it has not been already completed, arrange for a collaborative planning meeting with a PHN.
3. Encourage the youth/NMD, if appropriate, to discuss her options with her parent (s)/legal guardian(s), attorney, or other trusted adult.
 - Reassure the youth that she will receive your support no matter what choice she makes.

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4. Ensure that the youth/NMD's decision to terminate the pregnancy is based on her knowledge of the available options.
 - Document the conversation to terminate the pregnancy in the Contact Notebook.
5. Refer the youth/NMD to Planned Parenthood or a Los Angeles County Health Clinic to further discuss and arrange for pregnancy termination services.
6. If the youth/NMD or Resource Parent requests it:
 - Assist her in making adequate arrangements for the abortion procedure and adequate recovery time.
 - Transport her to and from the location where the abortion procedure will occur.
7. Document information regarding the pregnancy and related medical treatment as well as conversations with the youth/NMD on the "Observed Condition" tab in CWS/CMS. Include the name, address and phone number of the treating physician.
8. Provide post termination supportive services as needed, and ensure the youth/NMD's attendance at follow-up medical appointments.
9. Provide resource to the youth/NMD for family planning counseling and/ or sexually transmitted infection (STIs).

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Relinquishing an Infant for Adoption

CSW Responsibilities

1. Confirm that you have followed all of the steps in [Assisting a Pregnant Youth](#).
2. If the youth/NMD provides written consent and it has not been already completed, arrange for a collaborative planning meeting with a PHN.
3. Inform the youth/NMD that adoption is a legal process, during which she gives up all rights and responsibilities as a parent, and that once adoption procedures are completed, the decision is permanent and cannot be reversed.
4. If the youth/NMD expresses interest regarding adoption, with the youth/NMD's consent, request assistance from a Resource Family Support Permanency Division CSW to engage the youth/NMD in a discussion of her feelings about going through pregnancy, the emotional impacts of adoption, adoption procedures, and other related questions for the youth/NMD to consider in making her decision. See [Discussion Questions for Pregnant Youth](#) for additional guidance. Document this conversation in the Contact Notebook.
5. Inform the youth/NMD that there are [two methods](#) for legal adoption in California.
6. Explain to the youth/NMD that they must discuss with their attorney, the legal implications of adoption. Provide the youth/NMD with their attorney's name and number of the main CLC number.
7. Assist the youth/NMD in contacting the father and obtaining his consent for the adoption.
 - If the baby's father is known, the father is required to give consent to the adoption.
8. Create a Client Notebook for the infant.

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- If available, include the name, address, and phone number of the biological father in the infant's Client Notebook.
9. Provide the youth/NMD with the DCFS Adoption Information and Applicant Intake toll-free number (888) 811-1121.
 - Only the infant's parents may decide to [relinquish the infant](#) and to call the Adoption Information and Applicant Intake section.
 10. Consult with PHN to obtain the guidelines for appropriate prenatal care from the College of Obstetricians and Gynecologists, and to ensure that the youth/NMD receives appropriate prenatal care.
 11. Inform the youth/NMD of the [Nurse Family Partnership \(NFP\)](#) Program. If she qualifies and agrees to participate:
 - a. Complete the NFP Referral Form.
 - b. If the mother is a nonminor dependent (NMD), she must sign a [DCFS 565](#), Authorization for Disclosure of [Medical Information](#) for Participation in the Nurse Family Partnership Program.
 - c. Give the completed form(s) to the PHN to submit. The NFP Program will send an enrollment status letter and quarterly updates to the PHN.
 12. Refer the youth/NMD and her caregiver to community resources, as needed or requested.
 13. For dual supervised youth (DCFS and Probation) or for previous probation youth, refer to the [Placement Permanency and Quality Assurance \(PPQA\)](#) unit via the youth's Deputy Probation Officer (DPO).

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Continuing a Pregnancy

A youth/NMD's pregnancy is confidential and thus without the youth/NMD's written consent, information entered into CWS/CMS and other documents, such as court reports, is not permitted except as described above under, "[Entering Pregnancy Information as an Observed Condition](#)" and "[Entering Pregnancy Information as a Diagnosed Condition](#)." Guidelines for documentation of each are described above under, "Assisting a Pregnant Youth/NMD."

CSW Responsibilities

1. Confirm that you have followed all of the steps in [Assisting a Pregnant Youth](#).
2. If the youth/NMD provides written consent and it has not been already completed, arrange for a collaborative planning meeting with a PHN.
3. Engage the youth/NMD in a discussion of her feelings about going through pregnancy, the responsibilities of parenting, planning for education and finances, and other related questions for the youth/NMD to consider in making her decision. See [Discussion Questions for Pregnant Youth](#) for additional guidance. Document this conversation in the Contact Notebook.
4. If not already offered and the youth/NMD agrees, refer the family for an EPY Conference (formerly known as a Pregnant and Parenting Teen (PPT) Conference) .

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5. Assess the youth/NMD's need for health, financial, placement/housing, and education resources.
 - Document assessments in CWS/CMS Contact Notebook with the youth/NMD's consent
 - Document assessments on the "Observed Condition" tab of CWS/CMS when the youth/NMD's consent has not been given.
6. Once the youth/NMD decides to keep the baby, talk to her about the [Nurse Family Partnership \(NFP\) Program](#). If she agrees to participate and qualifies for the program:
 - a. Complete the NFP Referral Form.
 - b. If the mother is a nonminor dependent, she must sign a [DCFS 565](#), Authorization for Disclosure of Medical Information for Participation in the Nurse Family Partnership Program.
 - c. Give the completed form(s) to the PHN to submit. The NFP Program will send an enrollment status letter and quarterly updates to the PHN.
7. Refer the youth/NMD to the [Adolescent Family Life Program \(AFLP\)](#).
8. Refer the youth/NMD and her caregiver to community resources, as needed or requested.
9. If the youth resides with a parent or adult relative who is receiving CalWORKS, refer her and the parent/relative to the Department of Public Social Services (DPSS) to determine the youth's eligibility for the Cal-Learn.
10. Consult with the PHN to obtain the guidelines for appropriate prenatal care from the College of Obstetricians and Gynecologists, and to ensure that the youth/NMD receives appropriate prenatal care.
11. Consult with the youth about identifying and contacting the father. If appropriate attempt to identify and locate the biological father. If identified, ensure that he is added to the family in the Client Notebook.
12. With the pregnant youth/NMD's consent, and if the biological father is willing, initiate face-to-face contact with him.
 - Document the contact or attempted contact in the Contact Notebook.
13. If the father is a [DCFS-Supervised](#) youth, provide him with referrals to community-based programs such as AFLP. If the father is a probation youth, provide referrals via the Deputy Probation Officer (DPO).
14. If the youth/NMD is reluctant to disclose her pregnancy to her out-of-home caregiver, advise the youth/NMD that not revealing her pregnancy status may lead to a placement move. Discuss with the youth/NMD about the importance of informing the Resource Parent that they are pregnant so that they can help support her. If the youth/NMD declines to disclose her pregnancy to the Resource Parent explore with the youth/NMD why they do not feel comfortable.
15. Refer the youth/NMD in foster care or in SILP to EIS:

Following the child's birth, ensure a referral is made for an [Infant Supplement as EIS payments](#) will no longer be issued. Refer to the "Early Infant Supplement (EIS) During a Youth's Pregnancy and Infant Supplement Following the Birth of a Child"

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section below.

16. Following the child's birth document parenting information into CWS/CMS utilizing the instructions in ACIN I-73-16.

PHN Responsibilities

1. Only after obtaining the youth/NMD's written consent document the pregnant youth/NMD referral in the CWS/CMS on the Special Projects page as follows:
 - a. Pregnant Youth – Referred to the NFP Program
 - b. Pregnant Youth – Status of referral to the NFP Program
 - i. Client accepted into NFP
 - ii. Client was not accepted into NFP
 - Did not meet intake criteria
 - Refused
 - No NFP capacity in geographical area
 - c. Pregnant Youth – Not referred to the NFP Program
 - i. Does not meet eligibility criteria
 - ii. Referred to Prenatal Care provider (list provider name)
 - iii. Youth declined
 - iv. Referred to other home visiting program (list program name)
2. Include the date when the action was taken or the notification was received on the Special Projects Page.
3. List the provider's name in the Comment section.

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Early Infant Supplement (EIS) During a Youth's Pregnancy and Infant Supplement Following the Birth of a Child

CSW Responsibilities

1. Provide a copy of the [EIS Fact Sheet](#) to the pregnant youth/NMD and, as applicable, to the youth/NMD's caregiver/ Foster Family Agency, group home/STRTP, or Transitional Housing Placement Program (THPP) provider, and discuss the availability and purpose of the EIS payments.
2. Obtain the signatures of the caregiver or authorized FFA/Group Home/STRTP/THPP representative and the pregnant youth under the age of 18 on the [Early Infant Supplement \(EIS\) Payment Agreement](#), at the time the decision takes place.
 - The EIS Payment Agreement is not required for NMDs.

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3. With the youth/NMD's written consent, obtain an official medical record from the pregnant youth/NMD, that includes verification of pregnancy and the Expected Delivery Date.
 - If an official medical record is unavailable, obtain the pregnant youth/NMD's signature on the EIS Health Care Provider Request authorizing the health care provider to disclose the youth/NMD's pregnancy and Expected Delivery information.
4. Complete the [DCFS 5540](#), Special Payment Authorization/Request with a request to implement three (3) months of EIS payments at a rate of \$415 each month.
5. Submit the following to the SCSW for approval:
 - The DCFS 5540, Special Payment Authorization/ Request
 - The official medical record containing verification of pregnancy and the Expected Delivery Date or, if applicable, the completed DCFS Health Care Provider Request with verification of pregnancy from the health care provider.
 - The signed EIS Payment Agreement is not required for NMDs.
6. Email the approved DCFS 5540 and supporting documentation in [item #5](#) to the DCFS EIS inbox: DCFS-EIS@dcfs.lacounty.gov
7. Notify the DCFS Child Welfare Health Services (CWHS) Section via email at DCFS-EIS@dcfs.lacounty.gov when new information becomes available regarding the following:
 - If the youth's situation changes, (i.e. if the youth is no longer pregnant, no longer a dependent, or if there is a change in the youth's address.)
8. As soon as the infant is born and under the care of the parenting youth/NMD, complete an automated DCFS 280 to initiate an Infant Supplement payment and the infant's Medi-Cal coverage.
 - Payments are provided to the caregiver (not to the youth), if the youth and infant are in out-of-home care, in the amount of \$900 per month; or \$1379 per month for group home/STRTP placements.
 - Payments are provided directly to the youth if placed in a Supervised Independent Living Placement.

APPROVALS

SCSW Approval

- Review and approve DCFS 5540

ARA Approval

- Review and approve DCFS 5540

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RA Approval

- Review and approve DCFS 5540

HELPFUL LINKS

Attachments

[Discussion Questions for Pregnant Youth/NMDs](#)
[Overview of Adolescent Health Information Forms](#)
[Resources](#)
[Know Your Rights for Sexual Health Services and Sexual Health Services Available at the Medical Hub Clinics](#)
[Youth Brochure: Know Your Sexual and Reproductive Health Rights](#)
[Guide for Case Managers: Assisting Foster Youth with Healthy Sexual Development and Pregnancy Prevention](#)
[Reproductive Health and Parenting Resources for Teens in LA County](#)

Forms

[LA Kids](#)
[ABCDM228, Applicant's Authorization of Release of Information](#)
[ABCDM228, \(Sp\), Applicant's Authorization of Release of Information](#)
[DCFS 174, Family Centered Referral and Services Form](#)
[DCFS 179-PHI, Authorization for Disclosure of Child's Protected Health Information \(PHI\)](#)
[DCFS 179-PHI \(Sp\), Authorization for Disclosure of Child's Protected Health Information \(PHI\)](#)
[DCFS 565, Authorization for Disclosure of Medical Information for Participation in the Nurse Family Partnership Program](#)
[DCFS 5540, Special Payment Authorization/Request](#)
[Parenting Youth or Non-minor Dependent \(NMD\) Consent to Document and Share Her/His Non-Dependent Child's Health Information](#)

Referenced Policy Guides

[0050-501.10, Child Abuse and Neglect Reporting Act \(CANRA\)](#)
[0050-502.10, Child Protection Hotline \(CPH\)](#)
[0070-520.10, Safely Surrendered Babies \(SSB\)](#)
[0070-548.01, Child and Family Teams](#)
[0070-560.05, Joint Response Referral: Consulting with PHN](#)
[0080-502.10, Case Plans](#)
[0100-510.40, Teen Parents in Foster Care and DPSS Services Assessment](#)
[0200-508.10, Relinquishment Procedures and the Statement of Understanding](#)

Referenced FYIs

[FYI 16-19 \(May 16, 2016\), CWS/CMS 7.4 CODE DROP SUMMARY](#)

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[FYI 18-05](#) (February 9, 2018), Early Infant Supplement (EIS)

Statutes

[All County Information Notice \(ACIN\) No. I-73-16 \(October 19, 2016\)](#) - Provides guidance regarding how to document minor and NMD parents in CWS/CMS.

[All County Letter \(ACL\) 14-38](#) (June 16, 2014) – Summarizes the requirements as outlined in [Senate Bill \(SB\) 528](#) regarding the rights of foster children, ages 12 and older, and NMDs in out-of-home care. SB 25 permits a social worker to provide dependent children and NMDs with age-appropriate, medically accurate information about sexual development, reproductive health, and prevention of unplanned pregnancies and sexually transmitted infections on an ongoing basis.

[ACL 16-31 \(April 22, 2016\)](#) - States that caregivers to use the reasonable and prudent standard, and defines the reasonable and prudent parent standard under federal law.

[ACL 16-32 \(April 28, 2016\)](#) – Summarizes the requirements as outlined in Senate Bill (SB) 794 regarding federal reporting requirements for the collection of data regarding the youth and NMDs in foster care that are pregnant or parenting in CWS/CMS.

[ACL 16-82 \(September 30, 2016\)](#) – Provides information and guidance related to legislative changes and existing law on the reproductive and sexual health care and related rights of youth and NMDs in foster care.

[ACL 16-88 \(October 12, 2016\)](#) – Provides guidelines that describe the duties and responsibilities in delivering unintended pregnancy prevention services and information to youth and NMDs.

[ACL 18-44 \(May 1, 2018\)](#) – Provides new resource materials and tools to support the sexual and reproductive health of youth and NMDs in foster care.

[ACL 18-61 \(June 20, 2018\)](#) – Authorizes social workers to inform a youth or NMD in foster care, beginning at age ten (10), of his/her rights regarding sexual and reproductive health care.

[Civil Code \(CIV\) Section 56.103](#) – Allows CSWs to receive Protected Health Information (PHI) related to service coordination, delivery, and treatment for foster youth.

[Family Code \(FAM\) Section 6925](#) – A minor may consent to medical care related to prevention or treatment of pregnancy, except sterilization. A minor may receive birth control without parental consent.

[FAM Section 6926](#) – A minor who is 12 years of age or older may consent to medical care related to the diagnosis, treatment, or prevention of a sexually transmitted disease.

[FAM Section 6928](#) - A minor who is alleged to have been sexually assaulted may consent to medical care related to the diagnosis and treatment of the condition, and the collection of medical evidence with regard to the alleged sexual assault.

[Welfare and Institutions Code \(WIC\) 369](#) – If a dependent child is 12 years of age or older, his or her social worker is authorized to inform the child of his or her right as a minor to consent to and receive those health services, as necessary. Social workers are authorized to provide dependent children access to age-appropriate, medically accurate information about sexual development, reproductive

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health, and prevention of unplanned pregnancies and sexually transmitted infections.

[Welfare and Institutions Code \(WIC\) 16001.9](#) - States minor's and NMD's rights.

[Welfare and Institutions Code \(WIC\) 16002.5](#) - States in part that complete and accurate data on parenting minor and NMD parents is collected.

[Welfare and Institutions Code \(WIC\) 16521.5](#) - States in part that adolescents, including NMDs, are to receive age-appropriate pregnancy prevention information to the extent state and county resources are provided.

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Additional Assessments

These **free additional assessments** are available to help practitioners and caregivers attend to life skills relevant to youth with particular characteristics or circumstances. These assessments were developed by content experts and vetted by young people and professionals. Each assessment takes approximately 20 -30 minutes to complete.

Like the Casey Life Skills Assessment (CLSA), they are scored on a scale of 1 – 5 and practitioners can see a youth's average scores on the assessment results. Co-administration of these assessments with the primary CLSA may provide a more thorough picture of a young person's overall life skills readiness and preparation.

To have youth take one of these additional assessments, have youth select the assessment from the assessment type drop down box on the Login page.

Pregnant and Parenting Assessments

Healthy Pregnancy

Addresses a range of prenatal and post-partum care issues that pregnant youth need to know. This 31 item assessment addresses skill areas important to having a healthy pregnancy, birth and recovery: medical, daily habits and care, safety and well-being, newborn care, self-care following birth, and expectant fathers.

Parenting of Infants

This 77 item instrument is designed to help parents of infants—birth to one year—learn skills and gain knowledge. It covers health, nutrition, child care, safety and well-being, child growth and development, and nurturing behaviors. The assessment helps young people gain knowledge and heighten self-awareness about proper parenting—skill areas needed to insure healthy babies.

Parenting Young Children

A 61 item assessment that covers skill areas to promote positive parenting of young children—ages two to six years—including health, nutrition, child care, safety and well-being, child growth and development, and nurturing behaviors. Very young parents may lack knowledge about toddlers in regards to their health, nutrition, and safety. This assessment promotes conversation between parents and teachers in order to improve overall parenting skills.

Education Assessments

The Education Assessments cover factors related to school performance and attitudes, school climate and safety, home support for education, high school completion, and enrollment in and completion of a postsecondary education and training experience. Aspects of the education experience include expectations and support from teachers and caregivers, school support for a youth's cultural identity, attendance and behavior, achievement in basic skills, study skills, school engagement and motivation, planning for postsecondary education and training, and determining support services.

Type of Assessment	Grades	Number of Items	Areas Assessed
Level 1 Elementary School	4 – 5	76	Specifics about a youth's school or program, motivation, academic success, technology and study skills, time management, supportive connections, financial aid and debt, health, foster care issues, and feelings of safety in school, and, if applicable, disabilities and other education challenges
Level 2 Middle School	6 – 8	102	Similar to Level 1
Level 3 High School	9 – 12	106	Similar to Levels 1 & 2 plus assessing a youth's plans for after high school
Level Postsecondary	Two and four-year college, vocational and technical training	106	Similar to Level III plus advanced study skills, a sound knowledge of technology, and stable, supportive relationships
Educational Supports	All ages	32	IEP or 504 Plan support and assistance for young people with disabilities

These assessments serve as a "snapshot" of a student's strengths, needs, and areas of concern for educational planning. They are applicable for youth of all genders, races, ethnicities, and sexual orientations. These assessments do not measure academic skills and knowledge, but they do contain probes in math, reading, written language, technology, and transition planning. All levels have been reviewed by K-12 and postsecondary experts to assure that the probes relate to factors directly related to school success. The Educational Supports Assessment helps to inform conversations, counseling and formation of IEP's and 504 plans.

Gay, Lesbian, Bisexual, Transgender, and Questioning Youth Assessment (GLBTQ)

The number of young people in foster care who are GLBTQ is not known, however research estimates this population to be between 4 percent and 10 percent. Addressing the particular needs of LGBT youth is a relevant concern for child welfare agencies because youth are "coming out" at younger ages than ever before, and this presents a unique set of challenges for both families and child welfare systems. This assessment has 81 items and covers GLBTQ terminology, self-concept, community resources and supports, health, environment and safety, and family and community values.

The GLBTQ Assessment is to be used only with youth who have self-identified as GLBTQ and/or expressed an interest in this area. If you believe you have a youth who may be GLBTQ, it helps to create a positive environment to let them know you are a caring provider and receptive to helping them. For guidance on how to treat your GLBTQ clients with dignity and respect [click here to access Caseworkers with GLBTQ Clients PDF](#).

American Indian Assessment

The American Indian Assessment is designed to address the unique cultural needs of American Indians in maintaining their cultural identity while navigating between two worlds. The 27 items covered include religious and spiritual beliefs, resources and trust, tribal affiliations, family and community values, and living in two worlds. It was built in collaboration with tribal elders, community leaders, parent and youth from tribes across the United States.

This assessment may help American Indian youth as they struggle to retain their tribal values when living in large, urban settings and difficulty they may experience when they return to their tribal community. In addition, identity and spiritual development for American Indian youth may have a different pattern than that of non-native youth. This self-report can promote conversation between the youth and responsible caregivers or other adults.

Homeless Youth Assessment

This 48 item assessment addresses issues of care for youth living on the streets. It taps domains crucial to insuring they understand the resources available to them, ways to be safe, how to avoid victimization, and how to secure safe and sustainable housing. It covers knowledge and behavior in the skill areas of daily life, family and friends, health, housing, jobs, legal, safety and survival, and school. Heightened self-awareness for homeless young people may result in successfully and permanently leaving homelessness and achieving greater long-term success.

Younger Youth

Youth Assessment Level I (elementary ages)

This 33-item assessment is appropriate for younger youth ages 8-9 or any young person with reading and/or developmental challenges. Youth can self-report on communication, daily living, home life, self-care, and work and study skills.

Youth Assessment Level II (middle school ages)

With 49 items, this assessment is for youth ages 10-13. Like Youth Level I, it may be useful for young people with reading and/or developmental challenges. It assesses areas in communication, daily living, self-care, social relationships, and work and study skills.

CORE PRACTICE MODEL

HANDBOOK



WHAT IS THE CORE PRACTICE MODEL?

The Core Practice Model is a deeper way to work with families to improve safety and outcomes for children. It helps children and families build supportive teams that enable them to identify their strengths and underlying needs in a trusting, positive environment. These insights become the foundation of more effective action plans for change that are tailored specifically to each child and family and rooted in strong community support.



For more information, visit
www.GetToTheCore.org

DEAR COLLEAGUE,

We are pleased to share this Core Practice Model Handbook to assist you in your work on behalf of children and families in Los Angeles County.

The Handbook is a brief reference tool for social workers, therapists, and other professionals as we continue expanding Core Practice Model (CPM) implementation countywide. While not a comprehensive manual to the CPM, the Handbook is intended to be a useful guide with reminders, insights and tips to help you make a positive difference for the children, families and communities we serve.

The Core Practice Model represents a powerful evolution of our child welfare practice to meet children's underlying needs, strengthen families and engage communities. We thank you for your ongoing commitment and dedication to improving our work together.

Sincerely,

Philip L. Browning
Director, Department of Children and Family Services

Robin Kay
Acting Director, Department of Mental Health

HOW TO USE THIS HANDBOOK:

This handbook is intended to be a useful resource as you carry out the Core Practice Model in Los Angeles County. It is designed to be a convenient and portable resource, fitting easily into a purse or jacket pocket.



Add your own tips.

Use this book as a starter and then mark it up. A well-used book is much better than the original.



Share your thoughts.

Talk to others about what works for you, both in the book and in the world. Build your own community of practice where you can bounce ideas off one another.

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CORE PRACTICE MODEL

OVERVIEW

An evolution of our current practice, the Core Practice Model **Prioritizes Child Safety** while emphasizing strengths over deficits, underlying needs over behaviors, and empowerment over helplessness.

For social workers and other staff, the Core Practice Model helps **Build Trust** with children and families and enables stronger teamwork. For children and families, it creates the **Opportunity to be Heard and Empowered** that is grounded in strong community support.

If implemented with fidelity, this approach is designed to improve child safety and permanency and provide **Hope for Healing and Recovery.**



CORE PRACTICE MODEL**BUILDING BLOCKS**



4

PLANNING & INTERVENTION

- Services Tailored to Underlying Needs
- Measureable Goals, Understood By All
- Families Own Their Plan

5

TRACKING & ADAPTING

- Continuous Monitoring of Progress & Effectiveness
- Adjustments Based on Team Assessment
- Evolve Plan to Achieve Long-Term View

SAFETY

IN ALL THE WORK WE DO, THE SAFETY OF THE CHILD AND FAMILY MUST REMAIN AT THE FOREFRONT.

Here are some ways that we focus on keeping children safe in all elements of the Core Practice Model:

Transparency and full disclosure. We communicate clearly about worries among the family and the Department. Building our partnership from shared goals helps keep children safe.

Teaming with people who know the child, youth, and family. Building rapport with team members as well as the family means more people are looking out for the children – including those who know the safety worries in the family. Building a ‘village’ and safety net pays off, even when we are not around, and enables us to develop a deeper understanding of the family.

Working the team agenda. The team agenda addresses child safety in multiple areas:

- **Non-negotiables** make clear that child safety is the bottom line, and help the team understand what must happen to keep children safe.

- **Strengths-Worries-Needs.** Focusing on strengths gives hope that the youth or family can overcome this challenging time. Moving on to worries allows the entire team to talk about safety worries for the family. Keeping this element in the agenda and sharing the language of worries also makes it more likely that stakeholders will act if they believe the family is unsafe. Finally, identifying the underlying needs of children and families enables the team to develop an individualized plan tailored to address them.
- **The plan.** The plan should be based on the underlying needs of the family, starting with the children. Meeting these underlying needs will improve child safety and family functioning. As part of the plan, teams often create a circle of support that gives the family ongoing assistance, especially in difficult times.
- **What Could Go Wrong?** This part of the meeting focuses on the possibilities that could prevent the plan from succeeding. In this section of the meeting, the team agrees on how to intervene to keep the child safe.

Ongoing engagement and teaming.

This allows the worker and team members to track when things go well and when times get tough. Tracking and adapting is central to our work, so the ongoing meetings allow the team to deepen their commitment to child safety as well as their ability to support the family after the case is closed.

Non-negotiables should be minimal to allow the family team to generate ideas within the brainstorming part of teaming and planning work. CSWs and other staff should know the non-negotiables for each case, through consultation with the SCSW and input from any transferring staff (ER, DI, prior worker, etc).

Adherence to court orders should be a given.

The team, worker or parent may decide to return to court to get court orders changed, but for now the team members must all uphold what the court has ordered for the family. Of particular importance:

- Custody and contact/visitation orders
- Orders related to Substance Abuse and Intimate Partner Violence

When there are no court orders, state the safety standards that the agency is going to set.

These could include:

- The children cannot be cared for by anyone whose judgment is impaired by the influence of drugs or alcohol
- The children cannot be left alone without adult supervision
- The children must be free from physical harm
- The children's medical needs must be met (for medical condition-related referrals)

The primary non-negotiable is always, the children must be safe. Facilitators should enlist the family and team to support this goal, possibly by saying:

“Can we agree that we will respect these non-negotiables and ensure our plan protects the safety of these children?”

UNDERLYING NEEDS

Identifying and addressing the underlying needs of children and families is fundamental to our practice. Underlying needs are what **drive the behaviors** that often worry or challenge us. In many cases, challenging behaviors are the **symptoms of unmet needs**. In order to be effective, case plans must be individualized and directly address the needs of a child and family – not just the behaviors.

WHEN
CONFRONTED WITH
A CHALLENGING
BEHAVIOR, ASK
YOURSELF: "WHAT
UNDERLYING NEED
MIGHT BE AT
WORK HERE?"

Needs often revolve around **SAFETY** (children need to feel emotionally and physically safe), **WELL-BEING** (children may need to talk about their fears or losses), and **PERMANENCY** (children need to know where they will grow up and need to have a family and community they can call home.)

NEEDS ARE NOT BEHAVIORS, AND NEEDS ARE NOT SERVICES.

Examples:

Acting out at school is a **behavior**. Addressing an undiagnosed learning disability that prompts the behavior may be a **need**.

Counseling is a **service**. It may help meet a need by giving a child a safe place to express her feelings – **but counseling itself is not the need**.

How can we identify underlying needs? It all starts with **engagement**. Be genuinely curious! **Ask skillful questions** and **listen with openness** – these are key to uncovering the strengths and underlying needs of the youth and family. Exploring hunches to reach a shared view is also important. Bear in mind that addressing the underlying needs of a child or youth may require addressing the underlying needs of the family, as well.

Remember: you don't have to have all the answers! When we team with youth and families and their supports, we can *all* work to identify underlying needs, and brainstorm individualized plans to meet them.

By partnering with others to identify and respond to underlying needs, families are more likely to enjoy safer and longer-lasting outcomes that help children thrive.

STRENGTHS

Think back to a time when you were challenged to do something you believed was beyond you, **but over time you managed to accomplish that very thing.** Chances are you were motivated by the encouragement you received from others who inspired you to “**put your best foot forward**” and remember what makes you competent and capable. The strengths work in the Core Practice Model mirrors this natural and continuous process.

A focus on strengths is a fundamental part of the Core Practice Model. For children and families, understanding their strengths and capabilities can be an empowering discovery, connecting them with resources they can draw upon to bring about change in their lives.

One of the best ways to engage and motivate children and families is to remind them of strengths demonstrated in other situations that can be brought into the present circumstance. We are looking for more than superficial strengths; we are looking for **functional strengths** that can be used in service of the goal of child safety.

EXAMPLES:

-  “When things are better for you and your family, what specifically will be different?”
-  “When you have worked through difficult issues in the past, what has helped you?”
-  “It sounds as if you have already survived a great deal. What is it about you that makes that possible?”
-  “Was there ever a time when you were just as angry, and yet you didn’t act out?”
-  “On a scale of 1 to 10, how would you rate your willingness to stop drinking? What do you think it would take to raise the number closer to 10?”
-  “When you think about your own childhood, what would you say you do differently or better than your parents?”

QUESTIONS TO HELP THE CONVERSATION

QUESTIONS FOR CHILDREN:

**Tell me about
your best day
ever.**

**What happened
that day that was
different or better
than usual?**

**Who was there?
What was everyone
doing?** *(Can help
identify additional
supports)*

**Tell me what
you were doing.**
*(Gets to personal
strengths and
interests)*

**Tell me what you like
best about your family.**

*(Identifies what we
want to keep or re-create)*

**Tell me what's
going well for
you right now.**

**Tell me what you
might be worried
about right now.**

**What advice can
you give me on how
to do my best work
with you and your
family?**



QUESTIONS FOR OLDER YOUTH:

Tell me about what you're best at. How often do you get to do that? Are there ways that I can support you in getting more (training, opportunities, freedom) to keep doing what you love?

Tell me how we can best work together.

You have a lot of responsibility. What would you most like someone to 'take off your shoulders'?

What are some decisions you get to make on your own right now? What decisions, if any, do you think you should be more or less involved in?
(Establishes a discussion about family voice and choice, and opens door to working together on important decisions.)

How do you think adults in your life view you? What else would you want them to know about you? *(Builds to ways that youth can take control of their relationships and network.)*

Share with me who you trust the most to give you good advice. *(Builds to a circle of support.)*

What makes you proud?

If you were to build a team of people to help you, who would you put on that team? *(Builds team list and resources.)*



QUESTIONS FOR PARENTS AND CAREGIVERS:

What do you think
your child needs?

Take me back to
when things were
going well.

Tell me what
your child is
looking forward
to right now.


What safety
worries does the
team have?


What are some of
the things that are
difficult for your
child right now?




TIPS FOR WHEN YOU GET STUCK

WHEN A FAMILY IS SO ANGRY THAT THEY DO NOT WANT TO PLAN OR TEAM WITH YOU:

 **First, listen.** Hear their perspective, reflect back to show you are paying attention, and use your best listening skills to help the person or family feel heard. (*Engagement.*)

 **Talk quietly and at a pace that is calming (not condescending, but calming).** Find points of agreement, ask for ideas, and above all, have your body language show that you are listening openly. (*Engagement.*)

 **Then, listen again. Repeat what you heard as the major points and make sure you heard correctly.** Empathize with the emotions that are expressed and find ways to reinforce that you can see strengths in the youth or family. “I know this must be really frustrating for you and your family. You obviously care a lot about what is happening.” (*Engagement and Assessing & Understanding.*)



Let the identification of the child's needs forge common ground.

Encourage the family to think about and discuss their child's needs. This will help refocus the conversation on the purpose of your involvement. (*Engagement and Assessing & Understanding*)



When the temperature is a little lower, invite the family to think about what help would look like to them.

Bring forward some of the worries they have shared and help them envision having help from friends, family, and professionals in coping with this situation. (*Teaming.*)



Leave them thinking about a solution. Give people permission to think about it and let you know how it could work for them.

Empowering people to make decisions that impact their lives is a key component of the Core Practice Model. (*Teaming.*)



Remind families they have not failed... they have just been temporarily derailed.

Continuing to offer support and empowerment is the key to building trust, and allowing people to make their decision in their time is true respect. Keep it going.

TIPS FOR WHEN YOU GET STUCK:

WHEN A FAMILY OR YOUTH TELLS YOU THEY HAVE NO ONE TO INVITE ONTO THEIR TEAM, OR THEY ARE TOO EMBARRASSED TO ASK:



Empathize with how it must feel to wonder if you have any support or anyone you can trust – especially in a moment of crisis. Leave room and space for their ideas and thoughts as you speak together. (*Engagement.*)




Invite reflection: When was a time when you *did* have support or people who would come out for you? What was that like? Who was there? (*Engagement and teaming.*)



Offer to help parents and/or youth reach out to someone where the bridges were burned. Emphasize that you will not share case details, but that you will share the family goal and seek some way to get people together for support. (*Teaming.*)



Make finding supports a part of your offer to help. Teaming can be used to identify

 **to help.** Teaming can be used to identify ways for children, parents and youth to build up a depleted network. It's okay to start with a small team consisting of the individual/ family and a few professionals, and then build up the circle of support. The agencies involved can help, as well.



What's your tip?

WHEN YOU ARE COMPLETELY OVERWHELMED WITH THE TRAUMA AND CIRCUMSTANCES OF THE FAMILY:



Take a deep breath. Oxygen helps.



Listen not only for loss, but for resilience.

Many families tell us of loss and trauma from the past. In telling us these stories, they are also sharing what they have survived.



Remember that although you and the youth cannot rewrite the past, you can help them write the future. With the support of a team that has resources and commitment, this may be a turning point for a child, youth or family.



Create rituals to return to your own, real life.

When work is done, take a moment to center yourself before returning to your life. This can include working out, yoga, meditation, a walk, a bike ride, music, art or poetry. It can even be as simple as taking the long way home to catch sight of something beautiful to you.



Remember: you are making a difference.

Your presence matters, and you deserve to take care of yourself and your emotional and physical health at the end of a draining day. This is self-care, and will help you as you continue to work with families.



What's your tip?

HOW AM I DOING?

WAYS TO SELF-ASSESS MY WORK WITH THIS FAMILY:



Engaging

- ✓ Did I listen with openness?
- ✓ Did I nurture honest dialogue?
- ✓ Did I look beneath the child's behavior to identify underlying needs?
- ✓ Did I help find and build connections to support the child or youth?
- ✓ Did I explore relationships that may impact the child's/youth's safety and well-being?
- ✓ Did I ensure connection and support?



Teaming

- ✓ Did I help the family identify and build natural supports?
- ✓ Did I honor the family's unique culture, community and experience in helping them design their team?

- ✓ Did I encourage the team to share thoughtful hunches about the child's needs?
- ✓ Did I connect the child/family/youth to supports or advocates?
- ✓ Did I show the caregiver respect and offer resources to assist them in their role?
- ✓ Did I facilitate sharing of important information across all parties?

Assessment

- ✓ Did I promote self-advocacy and empowerment in finding solutions, planning, and decision-making?
- ✓ Did I listen for loss?
- ✓ Did I use the cultural lens to honor the family culture?
- ✓ Did I assess the need this child/youth/family may have for coaching and support?
- ✓ Is it possible any biases are impacting this family's service or results?
- ✓ Do I understand the link between the family story and the family's current functioning and underlying needs?



Planning & Intervention

- ✓ Did I tailor supports to underlying needs?
- ✓ Did I help facilitate appropriate supports and services to reach a team solution?
- ✓ Did I have a chance to customize the visitation for this family, when applicable?
- ✓ Did I create an optimal team environment?
- ✓ Did I promote recovery and well-being?
- ✓ Did I help create shared agreement on culturally sensitive services to address safety, well-being and family needs?



Tracking & Adapting

- ✓ What is working now that we should continue or expand?
- ✓ What is not working? Who should I engage in thinking about changing course?
- ✓ How can I empower the team to think about tracking and adapting to make the best and safest plan with this family?



Questions to Ask Others

- ✓ Based on what we have done together so far, what do you think is going well in our work? What could be improved?
- ✓ What advice would you give me about my work with your family?
- ✓ What is one thing that I could do better or differently that would help us make our work together stronger?

NOTES

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TEAM-DRIVEN **STRENGTH-BASED** **LONG TERM VIEW**
FAMILY
CENTERED
CULTURALLY
SENSITIVE
TRAUMA RESPONSIVE
SOLUTION
FOCUSED



GetToTheCore.org

County of Los Angeles
Department of Children and Family Services

PART K – EXHIBITS/ATTACHMENTS TO SAMPLE CONTRACTS

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 [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |
| 2. | The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force. | YES [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | YES [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |
| 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 [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |

Name of Firm

Print Name and Title

Authorized Signature

Date

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding

items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Name
Departmental Information Security Officer

Address
City, State Zip
Telephone
Email address

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a

material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. INTENTIONALLY OMITTED

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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 to 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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. 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 them 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: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

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 and information 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 such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. 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 that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. 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 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 materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

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 and information 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 such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. 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 that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I 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 materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

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 – vendor 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 prescribed 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	<u>10,000</u>
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)	<u>\$24,000</u>

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.



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.

**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:

“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).

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.

Small Business. This chapter shall not be applied to any contractor that meets all of the following:

Has ten or fewer employees during the contract period; and,

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,

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).

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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.

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

www.babysafela.org

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



En el Condado de Los Angeles: 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 Angeles. 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 Angeles 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.



**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: _____

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

DCFS PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

DCFS CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

PROBATION PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

PROBATION CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

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)

**USER COMPLAINT REPORT
THPP-NMD SERVICES**

This form is to be used by DCFS users of THPP-NMD 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 the THPP-NMD Program Manager at tel. no. (213) 351-0120.

Send UCR to: THPP-NMD Program Manager
3530 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90010

THPP-NMD CONTRACT INVESTIGATION/MONITORING/AUDIT REMEDIES AND PROCEDURES

These internal policies and procedures are attached to the Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Contract to inform CONTRACTORS of Department of Children and Family Services' (DCFS) and the Probation Department's (Probation) investigation, monitoring, and audit remedies and procedures. These policies and procedures are subject to revision by DCFS and the Probation, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS and Probation may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer (DNR) and Do Not Use (DNU) actions must be approved by DCFS' Director or the Probation's Chief Probation Officer or his or her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable, or discriminatory.

DCFS and Probation are responsible for monitoring and investigating, as a whole, all facilities licensed by Community Care Licensing Division (CCLD) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation, or for administrative, programmatic or fiscal non-compliance.

During the normal course of its compliance monitoring or as the result of an investigation, DCFS or Probation may take action, when necessary, to protect placed children in these facilities, including requesting immediate corrective action, placing the CONTRACTOR on Hold, Administrative Hold, DNR, or DNU status. Staff may recommend a corrective action plan, Hold, Administrative Hold, DNR, or DNU Status, regardless of whether law enforcement or CCLD take similar action.

The County of Los Angeles Auditor-Controller is also responsible for completing fiscal review audits of CONTRACTORS. Fiscal review audit findings are not addressed in this Exhibit N, except to the extent discussed below or specifically referenced in other parts of the Contract. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

A. Administrative Remedies

DCFS and Probation may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse and neglect in out-of-home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS and Probation reasonably determines—that a CONTRACTOR's noted non-compliance is correctable; a CAP shall serve as the CONTRACTOR's commitment to resolve noted areas or items of non-compliance.
2. **Administrative Hold** – After providing the CONTRACTOR with a 15 business day Notice of Intent to place CONTRACTOR on an Administrative Hold, if during which time the CONTRACTOR cannot demonstrate its resolution of the issues, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on an Administrative Hold status, for up to a 45-day period. Administrative Holds are for administrative, programmatic, and fiscal non-compliance issues requiring immediate resolution that are not related to child safety.

Limited to an additional 45 days, an Administrative Hold status may be extended for extenuating circumstances beyond the control of DCFS and Probation, with the understanding that the

extension of the Administrative Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee.

3. **Investigative Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during an investigation, monitoring, or audit, when based on prima facie evidence, DCFS or Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS and Probation, with the understanding that the extension of Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or non-compliance with a significant administrative, fiscal, or programmatic requirement of the Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Section 14.0 of the THPP-NMD Contract. A Hold request must be approved by a Division Chief, or Bureau Chief.
4. **Do Not Refer (DNR) Status** - DNR refers to the suspension of new DCFS and Probation placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize children; 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 non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 14.1 of the THPP-NMD Contract, and as further described in this Attachment. A DNR recommendation must be approved by a Deputy Director or a Deputy Chief.
5. **Do Not Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. DNU Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize children; 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 non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 14.1 of the THPP-NMD Contract, and as further described in this Attachment. A DNU recommendation must be approved by a Deputy Director or a Deputy Chief.
6. **Termination Hold** - 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 prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief or a Bureau Chief.

B. Corrective Action Plan (CAP) Procedures

1. Any verbal notice that is given to CONTRACTOR to make needed corrections, requested by DCFS or Probation, that requires immediate action to resolve child safety issues (including safety of Non-Minor Dependents) shall include specific due dates, not to exceed beyond three calendar days. DCFS or Probation will provide written confirmation of the requested corrective action within three business days.

2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR's proposed CAP to DCFS and Probation within 30 calendar days from receipt of the written confirmation from DCFS or Probation (Contractor Notification Letter); the timeframe depends on the nature of the non-compliance. The CONTRACTOR's CAP is reviewed and approved by DCFS and Probation within 15 business days.
3. The CAP must address each finding made in the Contractor Notification Letter. An appropriate CAP identifies the noted non-compliance, includes a brief statement of the estimated root-cause and includes the detailed action that will be implemented to correct the noted non-compliance. This is followed by an explanation of how the corrective action will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and the CONTRACTOR's plan to prevent subsequent repeated instances of the same non-compliance or inappropriate action. The CAP should include the requisite timeframes necessary for full implementation and identify the title(s) of the CONTRACTOR's staff that will insure the corrective actions are implemented. The CAP should also include the CONTRACTOR's internal Quality Assurance or Continuous Improvement Process to allow for an appropriate adjustment of CONTRACTOR's policies, procedures as necessary and when the CONTRACTOR will complete its internal root-cause analysis as necessary. A CAP addendum will be required if the CAP does not adequately address all issues.
4. DCFS or Probation (or together if necessary) will conduct follow-up to assess for implementation of CONTRACTOR's approved CAP. This may include where necessary, unannounced visits to the THPP-NMD sites, and if necessary to other CONTRACTOR locations to verify the corrective action implementation. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing.
5. A Hold, DNR, or DNU Status may be imposed at the discretion of DCFS or Probation, if the requested corrective action is not implemented and maintained or if the CONTRACTOR does not submit an approved CAP or CAP addendum within the agreed-upon timeframes.

C. Administrative Hold Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail 15 business days prior to the effective date of DCFS or Probation's (or both) intention to place CONTRACTOR on an Administrative Hold for Administrative reasons not related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the Notice of Intent letter to place the CONTRACTOR on Administrative Hold.
2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Probation Director, Probation Senior Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding

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

4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS, Probation, and CONTRACTOR will have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS or Probation during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. The authorization or the approval must be in writing from the Court. DCFS and Probation will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

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

5. The Children's Administrator III, Assistant Regional Administrator, Director, or higher level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS or Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Review Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS or Probation obtains information which leads them to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold, DNR, or DNU Status no longer applies, DCFS and Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

D. Investigative Hold, Do Not Refer (DNR), and Do Not Use (DNU) Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail within 72 hours of DCFS or Probation's (or both) decision to place CONTRACTOR on an Investigative Hold, Hold, DNR, or DNU for reasons related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the written notice of placement on an Investigative Hold, Hold, DNR, or DNU. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold, DNR, or DNU Status. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within

5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.
4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS, Probation, and CONTRACTOR will have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS and Probation during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. The authorization or the approval must be in writing from the Court. DCFS and Probation will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

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

5. The Children's Administrator III, Assistant Regional Administrator, Director, or higher level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS and Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 72 hours of the Review Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS or Probation obtains information which leads them to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold, DNR, or DNU Status no longer applies, DCFS and Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

Revised 1/9/2018

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.

**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: _____

PAYMENT RESOLUTION NOTIFICATION

INSTRUCTIONS:

Complete one request per minor

FAX to the DCFS Payment Resolution Unit at (626) 691-1136

Mail to Revenue Enhancement at 725 S. Grand Ave., Glendora, CA 91740

An annotated copy will be returned for your records when the payment discrepancy is resolved

VENDOR INFORMATION		PAYMENT DISCREPANCY
Date of Request		Payment Months in question
Vendor or Name		<input type="checkbox"/> Incorrect rate <input type="checkbox"/> Birth date rate change <input type="checkbox"/> First payment was not received <input type="checkbox"/> Start date discrepancy <input type="checkbox"/> Stop date discrepancy <input type="checkbox"/> Clothing Allowance <input type="checkbox"/> Other payment problems
Vendor Number		
Contact Person		
Telephone Number		
<u>CHILD'S INFORMATION</u>		
Child's Name		
Child's Birth date		
Child's Case Number		
<u>PLACEMENT INFORMATION</u>		
To expedite your payment request please answer the following information:		
The child was placed by: <input type="checkbox"/> DCFS <input type="checkbox"/> Probation		<u>RESOLUTION/COMMENTS</u> Completed by DCFS Staff
Did you receive a Blue Placement Packet from the CSW? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Have you ever received a payment for this child? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Did you send in a voucher for requested payment? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Rate Amount: _____		
Beginning Date of Placement: _____		
Ending Date of Placement: _____		

Eligibility Worker: _____ Date: _____

Telephone Number: _____

RFSQ - Part K: Exhibits/Attachments to Sample Contracts

Revised 02/12/21

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City: Los Angeles	State: CA	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Transitional Housing Placement Program and Transitional Housing Placement Program for Non-Minor Dependents Services		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Section 61.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that contractor or a member of his staff performing work under the proposed Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Attachment. By submitting this Attachment, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy No. 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation Reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? *Cloud storage, Software-as-a-Service or SaaS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Contractor's Name

 Contractor's Official Title

 Official's Signature

**PLACEHOLDER FOR
CDSS TRANSITIONAL TRANSITIONAL HOUSING
PLACEMENT PROGRAM FOR NON-MINOR DEPENDENTS
(Formerly THP+FC)
RATE NOTIFICATION LETTER**

**PLACEHOLDER FOR
THPP-NMD PLAN OF OPERATION**

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

PART L - THPP-NMD PLAN OF OPERATION GUIDELINES

Please visit:

<https://www.jbaforyouth.org/?s=plan+of+operation>

PART M – APPENDICES

LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Part D, Form 16, Charitable Contributions Certification).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/> and statewide, the California Association of Nonprofits, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this subsection of this Appendix B is for informational purposes only. Nothing contained in this subsection shall be construed as an endorsement by the County of Los Angeles of such organizations.

ATTACHMENT C

**County of Los Angeles – Department of Children and Family Services
Transitional Housing Placement Program for
Non-Minor Dependents (THPP-NMD) Services
Request for Statement of Qualifications (RFSQ) # CMS 17-0003a
QUESTIONS AND ANSWERS**

The following is the official response to the questions submitted by prospective proposers by the January 8, 2020 deadline.

THPP-NMD RFSQ

1. Question: I am new. I just wanted to know about how long will it take to get contract approved.

Answer: Deadline for submitting a statement of qualifications (SOQ) is June 8, 2021. We are targeting a contract start date of January 3, 2022, so it can take approximately six months for a contract to be executed.

If the question is about getting a THPP-NMD license, it may take at least one year from attending the CCL Component One Orientation to completing the licensing process.

2. Question Is the drop off location open and available to receive the SOQ on Tuesday, June 8th during working hours? What hours on 26th can we drop off SOQ? (Reference: Part A, Subsection 4.1)

Answer: Yes. The drop off location will be open and available on Tuesday, June 8, 2021, from 9:00 AM – 12:00 PM. (Reference: Part C, Section 3.0)

3. Question: Is this the only opportunity to ask questions?

Answer: Yes. The deadline for submitting written questions was January 8, 2020. (Reference: Part A, Subsection 4.1)

4. Question: Re: Statement of Information, is it necessary to provide new signatures if the officers have changed? (Reference: Part A, Subsection 6.6; Part C, Subsection 2.4.2.4)

Answer: Yes, a proposer should submit a new certified Statement of Information showing the current chief executive officer, secretary, and chief financial officer of your agency, if any of those officers have changed.

5. Question: **Part D – Section C – Secretary of State Statement of Information (SI):** Our current certified SI lists our current CEO but other people listed on SI have changed. Do we need to request new certified SI from Secretary of State??? This process can take a while.
- Answer: Yes, a proposer should submit a new certified Statement of Information showing the current chief executive officer, secretary, and chief financial officer of your agency, if any of the officers have changed. If the new Statement of Information is not yet available by the time SOQ is submitted, then the proposer may submit instead the receipt for the application for a new Statement of Information. Note, however, that the proposer is still required to submit the new Statement of Information.
6. Question: In regards to audited financial statement. For those that are just entering this program and do not have financial statements, what can we do to bypass this issue? Will DCFS allow for statement of financial positions if the new agency has not had any funded operations? (Reference: Part C, Subsection 2.4.2.6)
- Answer: Submitting Audited Financial Statements or Single Audit Reports for the last two fiscal years with the latest not more than 18 months old at time of submission is a requirement of the Request for the Statement of Qualifications (RFSQ); this requirement cannot be bypassed.
7. Question: Regarding “proof of insurability” what type of insurance is required and does this only apply to existing contractors? (Reference: Part C, Subsection 2.4.2.7)
- Answer: Please refer to Part I, Sample Contract, Subsection 7.1, General Insurance Requirements and Subsection 7.15, Insurance Coverage Requirements. Proof of Insurability applies to all proposers.
8. Question: Resolution of board to apply for/submit SOQ or resolution noting approved signers? If Resolution from board to apply, can we utilize one done when RFSQ initially released in 2018? (Reference: Part C, Subsection 2.4.2.9)
- Answer: The Board Resolution should authorize at least two individuals to sign on behalf of the proposer and to bind the proposer in a Contract. The Board Resolution should be current (i.e., it has

not been superseded by another Board Resolution).

9. Question: Re: the RFSQ signatures, are they the same as prior contract or if changed, is a Board resolution required? (Reference: Part C, Subsection 2.4.2.9)

Answer: The Board Resolution should authorize at least two individuals to sign on behalf of the proposer and to bind the proposer in a Contract. A Board Resolution is required whether or not the signers of the SOQ have previously signed a Los Angeles County THPP-NMD contract on behalf of the proposer.

10. Question Does org chart need to list names if position is currently filled? (Reference: Part C, Subsection 2.4.2.10)

Answer: Yes, the organizational chart shall include the names of employees for positions that are filled; write "VACANT" for positions that are not filled.

11. Question: The SOQ submission date in this section is listed as 12:00 PM, February 5th, 2020. I would like to confirm if the date is the 5th or 25th? (Reference: Part C, Subsection 3.1)

Answer: The SOQ submission deadline is 12:00 PM, June 8, 2021.

12. Question: If proposer doesn't feel current commitments will impact assets, lines of credit, guarantor letters, or otherwise affect the ability to perform the contract, do they need to list anything or can just note no such commitments? (Reference: Part C, Subsection 2.4.1.11)

Answer: Proposer should submit a list of current commitments even if the proposer feels that current commitments will not impact assets, lines of credit, guarantor letters or otherwise affect the ability to perform the contract.

13. Question: When listing facilities on Form 2b – as of what date do we list apartment leases. (Reference: Part D – Required Forms/Submission Packet)

Answer: List service delivery sites on Form 2 as of June 8, 2021, the SOQ submission deadline.

14. Question: Would an agency be eligible to apply for the upcoming RFSQ/RFP if the existing provider is currently on a termination hold? Does this hold disqualify based on the eligibility criteria

of being in “good standing?” (Reference: Part E, Subsection 2.1.8)

Answer: Yes. A termination hold is an administrative hold that in of itself does not mean that an agency is not in good standing. A termination hold is used in cases where a contract is expiring in the near future and other situations where there is no fault on the contractor. So that hold does not itself mean they are not in good standing. Also, the termination hold does not equate to a “Do-Not-Use” or “Do-Not-Refer” status. So an agency would not be disqualified under these minimum requirements.

15. **Question:** In regards to SOQ do I need the actual office location to submit SOQ or can I use my nonprofit address? Do I need to submit the attachment ie: RFSQ with SOQ by 6/8/21?

Answer: A proposer' administrative office located in Los Angeles County should be used in all instances where the proposer's office address is required in the SOQ. This address should be the same as the address on the proposer's CCLD THPP, THP+FC, or THPP-NMD license.

If the attachment referred to in the question is Form 2 then yes, this form should be included in the SOQ being submitted.

Form 2 also ask for information regarding the housing sites the proposer has available to program participants. If the proposer does not have any housing sites yet, then the proposer may write “N/A” on the first FACILITY Name box.

16. **Question:** **Form 2a/b:** If you are requiring every single current unit under a scattered site (remote site) model to be listed on the form, as of what date?? Our units are private landlord units we have procured in the open market so the units may change from one month to the next. (Reference: Part D – Required Forms/Submission Packet)

Answer: List service delivery sites on Form 2 as of June 8, 2021, the SOQ submission deadline.

17. **Question:** SOQ states county employees cannot be a part of board of directors or program admin. There is a question on SOQ requesting that information. Did not state which County employees are exempt. Can I apply with another county if being a LA County employee is conflict of interest, although I do not work with DCFS, or probation?

Answer: 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 or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Form 4, Certification of No Conflict of Interest, in Part D, Required Forms/Submission Packet. (Reference: Part B, Section 18.0)

If a County employee works in a County department that is not involved with this RFSQ or subsequent contract, then it may be permissible that the employee is affiliated with a non-profit agency (not a for-profit firm or business) that submits an SOQ in response to this RFSQ. Please note that any County employee should address questions about outside employment with their department's human resources (HR) unit.

The question regarding applying with another county should be answered by that county and the County employee's HR unit.

18. **Question:** Do I need hired staff when SOQ is submitted? Can I list on application names of who I plan to hire?

Answer: A requirement of the SOQ is that the proposer shall submit an organizational chart with names of employees that is inclusive of executives, Proposer's Program Manager, and staff anticipated to work on this contract. Proposer shall include copies of job descriptions and resumes for each staff position anticipated to work under the Contract. In addition, Proposer shall attach copies of all supporting documents (e.g., Licenses, Degrees, and Diplomas, etc.). This indicates that the proposer should have hired staff when the SOQ is submitted.

19. **Question:** **Budget:** Is the expectation that providers prepare budgets to reflect the maximum under our current amended contract which is the original PLUS 33%?

Answer: Proposers should submit a line item budget corresponding to the number of youths they intend to serve in the SPA they are applying for.

20. **Question:** **Part D – Section C – Administration of Contracts:** Who do you want to list as Contractor's Administration? Contract

manager or an authorized signer? When it states "Authorized Official" can these 2 people be authorized signers? Or are you looking for board officers?

Answer: The Contractor's Program Director may be designated as Contractor's Administration in Attachment I. The Contractor's Authorized Official(s) in Attachment I can be the agency's two authorized signers of the THPP-NMD contract.

THPP & THPP-NMD PROGRAMS

21. Question: What is capacity by SPA in RFSQ?

Answer: There is no capacity stated in the RFSQ by SPA.

22. Question: Exhibit A-35 Program Contract Rights and Responsibilities of the Participant and the Provider is now listed as the Referral Log. Has this exhibit been revised/removed/or moved to another Exhibit number?

Answer: Exhibit A-35 is the Referral Log. The Program Contract Rights and Responsibilities of the Participant and the Provider is not included.

23. Question: If I need to make updates to my POO, do I need to submit changes to CCL first?

Answer: Yes, any updates should first be submitted to CCL.

24. Question: Are two participants allowed to share a room?

Answer: Yes, two participants are allowed to share a room.

25. Question: Are two participants allowed in one room?

Answer: Yes, two participants are allowed in one room.

26. Question: My question is how agencies are expected to monitor a client's presence in a program for 14 days vs. 14 consecutive days, when a client may have 14 or more non-consecutive absences for allowable reasons. (Reference: Part J, Subsection 8.4.7)

Answer: Please see Exhibit A, Section 8.4 of the Statement of Work for guidance in this area.

27. Question: Site inspections twice a month – is there a form? do these need to be detailed or just walkthroughs documented in notes? (Reference: Part J, Subsection 5.9)
- Answer: There is not a template for these inspections. Each agency is expected to develop their own inspection form to document their site inspections. Documenting the findings in the case notes is optional.
28. Question: Can staffing qualifications sections of SOW add note we need to match CCL requirement for positions? (Reference: Part J, Section 6.0)
- Answer: Yes, this change has been made in Exhibit A, Part B, Section 6.0.
29. Question: Can notification of vacations be deleted and the timeframe be returned to monthly notification? Can you add “if absence of staff will impact ability to provide service.” (Reference: Part J, Subsection 6.3.3)
- Answer: No, the reference is to Exhibit A, Part B, Section 6.3.3 and no change will be made.
30. Question: Is the plan of operation due January 31, 2020? Am I required to respond as a proposer before submitting the SOQ June 8, 2021?
- Answer: Yes, for unlicensed vendors, the Plan of Operation was due January 31, 2020. For future submission dates, please refer to Addendum Two or visit the DCFS internet site (www.dcf.lacounty.gov) and see the ‘Contract’ pages. The second question is unclear.
31. Question: Where is plan of operation to be submitted as I am a new proposer?
- Answer: For future submission dates, please refer to Addendum Two or visit DCFS internet site (www.dcf.lacounty.gov) and see the ‘Contract’ pages.
32. Question: **POO:** We submitted a revised POO to DCFS in August 2019. The amended RFSQ states to submit 3 copies of POO between 1/2/20 – 1/31/20. In another part of RFSQ, it states to submit POO with the RFSQ response. Please clarify.

Answer: If you are currently licensed by Community Care Licensing of the State of California to provide THPP-NMD services in Los Angeles County, then you will submit your Plan of Operation (POO) per the guidelines stated in the RFSQ.

If you are not licensed, you will need to submit your Plan of Operation to the County in order for it to be reviewed and, if approved, the County will provide a certification letter. For future submission dates, please refer to Addendum Two or visit the DCFS internet site (www.dcfslacounty.gov) and see the 'Contract' pages.

33. **Question:** **POO:** Please confirm that if providers submit existing POO with the RFSQ, providers will have an opportunity to work with DCFS to make any changes to the provider's existing POO after the March 30th deadline.

Answer: If you are currently licensed by Community Care Licensing of the State of California to provide THPP-NMD services in Los Angeles County, then you will submit your Plan of Operation (POO) per the guidelines stated in the RFSQ.

If you are not licensed, you will need to submit your Plan of Operation to the County in order for it to be reviewed and, if approved, the County will provide certification letter. For future submission dates, visit the DCFS internet site (www.dcfslacounty.gov) and see the 'Contract' pages.

34. **Question:** Can staffing qualifications section of SOW add note we need to match CCL requirement for positions?

Answer: Prospective contractors who are already licensed, should consult with Community Care Licensing regarding making changes to their Plan of Operation. For the purpose of this RFSQ, once the plan of operation has been submitted with the SOQ no further changes may be made.

35. **ACHSA FEEDBACK**

ATTACHMENT D

ACHSA Issues on the 2019 THPP-NMD Statement of Work

#	Page	Section	ACHSA Initial Feedback	Department Response and Newly Proposed Language	ACHSA Current Position
1	5	4.3.1	<p><u>Contractor Responsibilities</u> Please revise the language as follows: “4.3.1 Designees, who do not meet the qualifications for Program Administrator, shall have immediate access to and be able to contact the Program Administrator within two (2) twelve (12) hours ...”</p> <p>[<u>Comment:</u> The proposed timeframe is unreasonable, as the Program Administrator may be out of the office due to not working that day or being engaged in field work.]</p>	<p><i>Subsection 4.3.1 will be changed to:</i></p> <p>Designees who do not meet the qualifications for Program Administrator shall have immediate access to and be able to contact the Program Administrator or a Program Administrator designee, who has the qualifications of the Program Administrator, within two (2) hours.</p>	<p>Please revise the language as follows: “4.3.1 Designees, who do not meet the qualifications for Program Administrator, shall have immediate access to and be able to contact the Program Administrator <u>or a Program Administrator designee</u> within two (2) hours ...”</p>
2	10	5.8.7.1	<p><u>Housing Unit Requirements</u> Please revise this language for greater clarity: “No more than six (6) THPP-NMD Participants individuals, including NMDs and minor children, shall share a Unit. Participants can include the children of an NMD.”</p> <p>[<u>Comment:</u> The Departments’ revised amendment language does not address ACHSA’s concerns. The language states that a NMD’s child can be considered a THPP-</p>	<p><i>Subsection 5.8.7.1 will be changed to:</i></p> <p>No more than six (6) individuals, including NMDs and minor children, shall share a Unit.</p>	<p>Please revise the language as follows: “No more than six (6) individuals, including NMDs and minor children, shall share a Unit, <u>unless CONTRACTOR obtains an exemption from the CPM.</u> THPP-NMD Participants can include the children of a THPP-NMD.”</p> <p>[<u>Comment:</u> The language states that a NMD’s child can be considered a THPP-NMD Participant, which could be applied to the entire THPP-NMD SOW and require the provider to be responsible to provide supervision, care, and services to the Participant’s child(ren). It would not be</p>

#	Page	Section	ACHSA Initial Feedback	Department Response and Newly Proposed Language	ACHSA Current Position
			NMD Participant, which could be applied to the entire THPP-NMD SOW and require the provider to be responsible to provide supervision, care, and services to the Participant's child(ren). It would not be appropriate, for example, to require the provider to refer the Participant's child to ILP services.]		appropriate, for example, to require the provider to refer the Participant's child to ILP services.]
3	11	5.9	<u>Contractor Site Inspections</u> Please revise the language, as follows: "CONTRACTOR shall conduct site inspections at least twice <u>once</u> per month to ensure units are safe, clean and appropriately maintained." [Comment: The proposed language is unreasonable, particularly for remote site models and given all of the direct services and administrative activities required by the contract. The recommended language is consistent with the current expectations for the THPP-NMD program.]	<i>No change</i>	Please revise the language, as follows: "CONTRACTOR shall conduct site inspections at least twice <u>once</u> per month, <u>or more frequently as needed</u> , to ensure units are safe, clean and appropriately maintained." [Comment: The proposed language is unreasonable, particularly given all of the direct services and activities required by the contract which result in frequent engagement with the NMD and multiple opportunities per month to address any issues with unit.]
4	12	5.9.1.1	<u>Repainting Unit</u>	<i>No change</i>	Please revise the language as follows:

#	Page	Section	ACHSA Initial Feedback	Department Response and Newly Proposed Language	ACHSA Current Position
			<p>Please revise the language as follows:</p> <p>“Units shall be repainted as needed and in accordance with local tenant housing laws. <u>If a Participant willfully and intentionally damages the paint in a unit, CONTRACTOR may work with youth to use youth’s funds to repaint damaged unit.</u>”</p> <p>[Comment: This is consistent with other SOW language related to damaged furniture and household items.]</p>		<p>“Units shall be repainted as needed and in accordance with local tenant housing laws. <u>If a Participant willfully and intentionally damages the paint in a unit, CONTRACTOR may work with THPP-NMD Participant to use Participant’s funds to repaint damaged unit.</u>”</p> <p>[Comments:</p> <ol style="list-style-type: none"> 1) Providing opportunities for skill building around responsibility and accountability is a principle of youth development and self-sufficiency. 2) Being responsible for a portion of the costs of repainting a unit that has been intentionally damaged is a natural, logical consequence that prepares the youth for real life experiences. 3) This is consistent with other SOW language related to damaged furniture and household items.]
5	11	5.9.1.2	<p><u>Carpet Replacement</u></p> <p>Please revise the language as follows:</p> <p>“Carpet shall be replaced as needed and in accordance with local tenant housing laws. <u>If a Participant willfully and intentionally</u></p>	<i>No change</i>	<p>Please revise the language as follows:</p> <p>“Carpet shall be replaced <u>cleaned or repaired</u> as needed and in accordance with local tenant housing laws. <u>If a Participant willfully and intentionally damages the carpet in a unit, CONTRACTOR may work with THPP-NMD Participant to use</u></p>

#	Page	Section	ACHSA Initial Feedback	Department Response and Newly Proposed Language	ACHSA Current Position
			<p><u>damages the carpet in a unit, CONTRACTOR may work with youth to use youth's funds to repaint damaged unit."</u></p> <p>[Comment: This is consistent with other SOW language related to damaged furniture and household items.]</p>		<p><u>Participant's funds to repair damaged carpet."</u></p> <p>[Comments: 1) Providing opportunities for skill building around responsibility and accountability is a principle of youth development and self-sufficiency. 2) Being responsible for a portion of the costs of carpet repair/replacement that has been intentionally damaged is a natural, logical consequence that prepares the youth for real life experiences. 3) This is consistent with other SOW language related to damaged furniture and household items.]</p>
6	13	5.10.4	<p><u>Furniture Required for Units</u> Please revise the language as follows: "CONTRACTOR will <u>make arrangements to</u> replace/repair furniture <u>provided by the CONTRACTOR</u> that poses a safety hazard for THPP-NMD Participant and/or THPP-NMD Participant's child(ren) within 3 business days of discovery and replace/repair non-hazardous</p>	<p><i>Subsection 5.10.4 will be changed to:</i></p> <p>Contractor will replace/repair or place an order and/or work order for furniture that poses a safety hazard for the Participant and/or the Participant's child(ren) as soon as possible but within 3 business days of discovery or notification by the Participant</p>	<p>Please revise the language as follows: <u>"CONTRACTOR will immediately assist the Participant in removing any furniture that poses a safety hazard for the Participant or Participant's child. CONTRACTOR will place an order and/or work order to replace/repair furniture provided by the CONTRACTOR</u> that poses a safety hazard for THPP-NMD Participant and/or THPP-NMD Participant's child(ren) <u>within as soon as possible and no more than</u> 3 business days of discovery, and</p>

#	Page	Section	ACHSA Initial Feedback	Department Response and Newly Proposed Language	ACHSA Current Position
			<p>furniture within ten (10) business days of discovery.”</p> <p>[Comment: Replacing furniture may require more than 3 business days due to ordering/shipping time.]</p>	<p>and no more than 10 business days for nonhazardous furnishings. Any replacement or repair beyond the 3 or 10-day limit, the CPM is to be notified.</p>	<p>replace/repair non-hazardous furniture no more than within ten (10) business days of discovery <u>for non-hazardous furniture.</u>”</p> <p>[Comment: This is not a reasonable expectation. Replacing or repairing furniture will likely require more than 3 business days due to ordering/shipping time or repairperson responsiveness.]</p>
7	13	5.10.6	<p><u>Damaged Major Appliances</u> Please revise the language as follows: “CONTRACTOR shall ensure that a work order for damaged major appliances (refrigerators, stoves, ovens, heating/air conditioning units, etc.) are replaced or repaired is initiated within 48 hours of discovery of the damage, and ensure the well-being of the Participant until such time that the appliance can be repaired or replaced.”</p> <p>[Comment: The contractor cannot necessarily control the timeframe in which major appliances can be repaired or replaced which may</p>	<p><i>Section 5.10.6 will be changed to:</i></p> <p>CONTRACTOR shall ensure that a work order for damaged major appliances (refrigerators, stoves, ovens, heating/air conditioning units, etc.) initiated within 24 hours of discovery or being notified of the damage, and shall ensure the well-being of the Participant until such time that the appliance can be repaired or replaced. CPM will be sent a copy of the work order within 2 business days if replacement will take longer.</p>	<p>Please revise the language as follows: “CONTRACTOR shall ensure that a work order for damaged major appliances (refrigerators, stoves, ovens, heating/air conditioning units, etc.) are replaced or repaired is initiated within 48 hours of discovery of the damage, and shall ensure the well-being of the Participant until such time that the appliance can be repaired or replaced.”</p> <p>[Comment: This is not a reasonable expectation. The contractor cannot necessarily control the timeframe in which major appliances can be repaired or replaced which may depend on the availability of replacement appliances/parts and/or repairperson/landlord responsiveness. It is more reasonable to expect the contractor to</p>

#	Page	Section	ACHSA Initial Feedback	Department Response and Newly Proposed Language	ACHSA Current Position
			depend on the availability of replacement appliances/parts and/or repairperson/landlord responsiveness. It is more reasonable to expect the contractor to ensure that a work order is initiated within 48 hours and to develop a plan to ensure the participant's well-being in the meantime.]		ensure that a work order is initiated within 48 hours and to develop a plan to ensure the participant's well-being in the meantime.]
8	15	5.11.1	<p><u>Unit Locations</u> Please revise the language as follows: "THPP-NMD Unit(s) shall be within one mile of public transportation and within five miles of the following: public transportation, grocery store, medical care, and laundry and dry-cleaning services."</p> <p>[<u>Comments:</u> 1) While we support the previous contract language (within close proximity), we propose as a compromise that units be within one mile of public transportation and within five miles of amenities/services. 2) This new requirement, while undoubtedly well intended, would lead to a decrease in the number of available THPP-NMD units and</p>	<p><i>Section 5.11.1 will be changed to:</i></p> <p>THPP-NMD units shall be within one mile of public transportation and within 3 miles of the following: grocery store, medical care and laundry and dry-cleaning services and within five (5) miles of medical care. Any changes or exceptions to these written requirements may be made with the written approval of the County Program Manager.</p>	<p>Please revise the language as follows: "THPP-NMD Unit(s) shall be within one mile of public transportation and within five miles of the following: public transportation, grocery store, medical care, and laundry and dry-cleaning services."</p> <p>[<u>Comments:</u> 1) While we support the previous contract language (within close proximity), we propose as a compromise that units be within one mile of public transportation and within five miles of amenities/services, as proximity to public transportation would support NMD in accessing other amenities/services. 2) <u>This new requirement, while undoubtedly well intended, would lead to a decrease in the number of available THPP-NMD units and create additional barriers for expanding the THPP-NMD program.</u> 3) Providers even today experience significant challenges in identifying nice and reasonably priced apartment units for THPP-</p>

#	Page	Section	ACHSA Initial Feedback	Department Response and Newly Proposed Language	ACHSA Current Position
			<p>create additional barriers for expanding the THPP-NMD program.</p> <p>3) Providers even today experience significant challenges in identifying nice and reasonably priced apartment units for THPP-NMD in Los Angeles County given the insufficient allocation in the THPP-NMD rate for rent/housing and the high cost of rent in L.A., as well as the generally low availability of apartment units in the County.</p> <p>4) <u>We are concerned that this requirement would lead to the closure of a number of existing THPP-NMD units and make it almost impossible for providers to open new THPP-NMD units.]</u></p>		<p>NMD in Los Angeles County given the insufficient allocation in the THPP-NMD rate for rent/housing and the high cost of rent in L.A., as well as the generally low availability of apartment units in the County.</p>
9	18	6.1.2.4		<p><i>Section 6.1.1.3 ---The phrase 'as determined by DCFS' has been removed.</i></p> <p><i>Section 6.1.2.4 will be changed to match THPP regulation regarding qualifications for a supervisor (see page 27 - section 86065.2(b) of THPP CCL regulations)</i></p>	<p>Please restore the deleted language.</p> <p>[Comments: 1) Is there a reason for removal of this staffing qualification? 2) Work experience with youth is as important, if not more important, than educational coursework related to children and families to prepare staff for being able to successfully relate to and support NMDs. 3) Removing this allowable qualification would limit the pool of qualified applicants for</p>

#	Page	Section	ACHSA Initial Feedback	Department Response and Newly Proposed Language	ACHSA Current Position
					this position, making it more challenging to hire social work supervisor staff. (
10	23	6.3-6.8	<p><u>Notification of Staffing Change</u> Please revise the language as follows: Please revise the language as follows:</p> <p>6.3.6 CONTRACTOR shall notify CPM in writing within three (3)fourteen (14) business days when an employee on extended leave has returned to work and confirm that employee will continue in his/her previous position.</p> <p>6.3.7 In the event, employee assumes a different position <u>within the THPP-NMD program</u>, CONTRACTOR shall provide within three (3)fourteen (14) business days, the verification that employee meets the educational and experiential requirements for the new position.</p> <p>6.3.8 In the event a change of staff occurs, CONTRACTOR shall notify CPM in writing; and CONTRACTOR within three (3)</p>	<p><i>Section 6.3.6, 6.3.7 and 6.3.8 will be changed to:</i></p> <p>6.3.6 CONTRACTOR shall notify CPM in writing within 10 business days when an employee on extended leave has returned to work and confirm that employee will continue in his/her previous position.</p> <p>6.3.7 In the event, employee assumes a different position within the THPP-NMD program, CONTRACTOR shall provide within 10 business days, the verification that employee meets the educational and experiential requirements for the new position.</p> <p>6.3.8 In the event a change of staff occurs, CONTRACTOR shall notify CPM in writing;</p>	<p>Please revise the language as follows: 6.3.6 CONTRACTOR shall notify CPM in writing within three (3)fourteen (14) business days when an employee on extended leave has returned to work and confirm that employee will continue in his/her previous position.</p> <p>6.3.7 In the event, employee assumes a different position <u>within the THPP-NMD program</u>, CONTRACTOR shall provide within three (3)fourteen (14) business days, the verification that employee meets the educational and experiential requirements for the new position.</p> <p>6.3.8 In the event a change of staff occurs, CONTRACTOR shall notify CPM in writing; and CONTRACTOR within three (3)fourteen (14) business days shall submit employee's certifications to CPM upon change in position or hiring, and prior to new staff having direct contact with any THPP-NMD Participant.</p> <p>[Comment: The proposed timeframe is unreasonable. Is there a reason that the</p>

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			<p>fourteen (14) business days shall submit employee’s certifications to CPM upon change in position or hiring, and prior to new staff having direct contact with any THPP-NMD Participant.</p> <p>[<u>Comment:</u> The proposed timeframe is unreasonable. Is there a reason that the County would need this information within 3 days?]</p>	<p>and CONTRACTOR within 10 days shall submit employee’s certifications to CPM upon change in position or hiring, and prior to new staff having direct contact with any THPP-NMD Participant.</p>	<p>County would need this information within 3 days?]</p>
11	26	7.4	<p><u>Units for Pregnant/Parenting Participants</u></p> <p>Please delete this language: “CONTRACTOR shall designate at least 20% of its units for pregnant and parenting applicants or custodial Participants who become pregnant (or parents) while in THPP-NMD.”</p> <p>[<u>Comments:</u></p> <p>1) This language is not reasonable based on the special housing needs of pregnant/parenting participants and their children and in the context of the County’s specific program requirements for pregnant/parenting participants.</p> <p>2) Additionally, it does not make sense to require contractors to allocate an established percentage of units for pregnant/parenting</p>	<p><i>Section 7.4 will be changed to:</i></p> <p>CONTRACTOR shall not discharge or deny entry to an NMD Participant solely based on the Participant’s parenting or pregnancy status</p>	

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			participants if the contractors cannot control the number of pregnant/parenting NMDs who apply to their programs.]		
12	27	8.1.6	<p><u>Requesting Confidential Documents</u></p> <p>Please revise this language, as follows:</p> <p>“CONTRACTOR may not ask NMD or CSW/DPO to provide any confidential documents related to a prior allegation (i.e. investigate narrative, minute orders, case notes, etc.) <u>but can request non-confidential documents and information to assist the CONTRACTOR to understand the applicant’s history and needs.</u>”</p> <p>[<u>Comment:</u> It is critically important for the contractor to be able to obtain as much information as possible regarding an applicant in order to ensure the applicant can be served well and is a good fit for the program. There is often essential information in documents such as court minute orders and court reports that can be shared with the provider, which is key to the provider making an informed decision regarding an applicant.]</p>	<i>No change</i>	<p>Please revise this language, as follows:</p> <p>“CONTRACTOR may not ask NMD or CSW/DPO to provide any confidential documents related to a prior allegation (i.e. investigate narrative, minute orders, case notes, etc.) <u>but can request non-confidential documents and information to assist the CONTRACTOR to understand the applicant’s history and needs.</u>”</p> <p>[<u>Comment:</u> It is critically important for the contractor to be able to obtain as much information as possible regarding an applicant in order to ensure the applicant can be served well, is a good fit for the program, and for effective treatment planning. There is often essential information in documents such as court minute orders and court reports that can be shared with the provider, which is key to the provider making an informed decision regarding an applicant and ensuring that placement is in the best interest of that NMD and other NMDs in the program.]</p> <p><i>No language change. Provider is already given significant amount of documentation to make a decision regarding placement.</i></p>

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13	28	8.2		<i>No change</i>	Please revise this language, as follows: “ <u>Unless there are extenuating circumstances,</u> CONTRACTOR shall place all accepted applicants within 30 business days of receiving completed application packet and documents.”
14	30	8.4.1.1.2	<u>Supervision and Monitoring of THPP-NMD Participants</u> Please revise language as follows: 8.4.1.1.2.1 CONTRACTOR’s plan shall include an in-person Unit visit if the THPP-NMD Participant has not responded for 48 <u>72</u> consecutive hours. <u>[Comments:</u> 1) We propose as a compromise that an in-person visit be conducted if the participant has not responded for <u>72</u> consecutive hours, which aligns with the State’s AB-12 Interim Licensing Standards	<i>Subsection 8.4.1.1.2.1 will be changed to:</i> CONTRACTOR’s plan shall include an in-person Unit visit if the THPP-NMD Participant has not responded for 72 consecutive hours, unless it is determined that an in-person Unit visit is needed sooner than 72 hours.	Please revise language as follows: 8.4.1.1.2.1 CONTRACTOR’s plan shall include an in-person Unit visit if the THPP-NMD Participant has not responded for 48 <u>72</u> consecutive hours, <u>unless it is determined that an in-person Unit visit is needed sooner than 72 hours.</u> <u>[Comments:</u> 1) We propose as a compromise that an in-person visit be conducted if the participant has not responded for <u>72</u> consecutive hours, which aligns with the State’s AB-12 Interim Licensing Standards definition of an unauthorized absence.

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			<p>definition of an unauthorized absence.</p> <p>2) This requirement, we believe, would undercut the goals of independence and self-sufficiency for non-minor dependents.</p> <p>3) The decision to conduct an in-person Unit visit for a participant who has not responded for a period of time should be based on the individual youth's level of independence and any safety or well-being concerns.]</p>		<p>2) This requirement, we believe, would undercut the goals of independence and self-sufficiency for non-minor dependents.</p> <p>3) The decision to conduct an in-person Unit visit for a participant who has not responded for a period of time should be based on the individual youth's level of independence and any safety or well-being concerns.]</p>
15	31	8.4.3.1	<p>Supervision and Monitoring of THPP-NMD Participants</p> <p><u>8.4.3 CONTRACTOR may request written authorization from CSW/DPO to decrease this requirement to no less than twice per month for Participants who have demonstrated a higher level of independence. The reduction in weekly face to face contact does not preclude the Participant from completing at least 240 minutes of life skills training per month as required in Subsection 8.6.4.3 or meeting with Social Worker (case manager) at least 60 minutes per month.</u></p> <p>8.4.23.1 CONTRACTOR may request written authorization from</p>	<p><i>Section 8.4.3 will remain as written and Section 8.4.3.1 will be deleted</i></p> <p><u>8.4.3 CONTRACTOR may request written authorization from CSW/DPO to decrease this requirement to no less than twice per month for Participants who have demonstrated a higher level of independence. The reduction in weekly face to face contact does not preclude the Participant from completing at least 240 minutes of life skills training per month as required in Subsection 8.6.4.3 or meeting</u></p>	<p>Please delete SOW Section 8.4.3.1 as it is duplicative of the newly added Section 8.4.3.</p>

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			CSW/DPO to decrease this requirement to no less than twice per month for THPP-NMD Participants who have demonstrated a higher level of independence. The reduction in weekly face to face contact does not preclude the THPP-NMD Participant from completing at least 240 minutes of life skills training per month as required in Subsection 8.6.4.3	<u>with Social Worker (case manager) at least 60 minutes per month.</u>	
16	32	8.4.7	<u>Supervision and Monitoring of THPP-NMD Participants</u> <u>8.4.7 CONTRACTOR shall notify CPM whenever a NMD is sleeping in the unit less than 51 percent of the time, and shall not allow a NMD to be absent from the unit for more than 14 days in a month.</u>	<i>Section 8.4.7 will be changed to:</i> CONTRACTOR shall notify CPM whenever a NMD is residing in the unit less than 51 percent of the time, and shall not allow a NMD to be absent from the unit for more than 14 days in a calendar month.	Please revise this language, as follows: “8.4.7 CONTRACTOR shall notify CPM whenever a NMD is residing sleeping in the unit less than 51 percent of the time, and shall not allow notify CPM whenever a NMD is absent from the unit for more than 14 consecutive days in a month, unless previously approved by CONTRACTOR. ”
17	34	8.5.2.1	<u>Provision of Items in Participant Inventory Form</u> Please replace this section with the following language: “ <u>Upon placement of the THP+FC Participant, CONTRACTOR shall complete the Participant</u>	<i>No change will occur, except FC will be changed to NMD in this section.</i>	Please replace this section with the following language: “ <u>Upon placement of the THP+FC Participant, CONTRACTOR shall complete the Participant Inventory (Exhibit A-11) to confirm the Participant and his/her child(ren) has, at minimum, the</u>

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			<p><u>Inventory (Exhibit A-11) to confirm the Participant and his/her child(ren) has, at minimum, the age appropriate clothing items listed on the Inventory. CONTRACTOR shall request missing clothing items through the Participant's CSW/DPO."</u></p> <p>[<u>Comment:</u> The recommended language is consistent with the language previously agreed upon by DCFS and providers.]</p>		<p><u>age appropriate clothing items listed on the Inventory. CONTRACTOR shall request missing clothing items through the Participant's CSW/DPO. If CSW/DPO is unresponsive, CONTRACTOR may work with the youth to utilize the infant supplement to cover the cost of the necessary clothing."</u></p> <p>[<u>Comments:</u></p> <p>1) The recommended language is consistent with the language previously agreed upon by DCFS and providers.</p> <p>2) It is the Departments' responsibility to ensure that the Participant and his/her children have the minimum amount of clothing listed in the Inventory at time of placement.</p> <p>3) This requirement is an unfunded mandate.]</p> <p><i>The clarified language will be changed to:</i></p> <p><i>"CONTRACTOR shall ensure <u>(including contacting CSW/DPO for assistance)</u> that upon placement of a THPP-NMD Participant, the THPP-NMD Participant and his/her child(ren), if applicable, has or shall be provided with, at minimum, the age appropriate items listed on the Participant Clothing Inventory (Exhibit A-11)."</i></p>

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18	33	8.5.3.3.1	<p><u>Contractor Plan for Monitoring Food</u></p> <p>Please delete this language: “COUNTY will not approve plans that include referring Participants to food banks.”</p> <p>[Comments: 1) Some THPP-NMD providers currently follow monitoring plans which include referring Participants to food banks, among other options. Educating participants in regards to accessing food banks is valuable as food banks can be a safety net resource available to participants even beyond exit from the THPP-NMD program. 2) It is the ultimate responsibility of the contractor to ensure the participant has sufficient food. The manner in which this food is obtained should be determined by the participant and contractor.]</p>	<p><i>There is no Section 8.5.3.3.1</i></p> <p><i>The issue is addressed in Section 10.3.3.2.1 which states:</i></p> <p>COUNTY will not approve plans that include referring the Participant to a food bank as an option.</p> <p><i>This sentence will be added to Section 10.3.3.2.1:</i></p> <p>However, Contractor may provide training about utilizing food banks as a resource as part of their life skills training</p> <p>.</p>	<p>Please delete this language.</p> <p>[Comments: 1) Educating participants in regards to accessing food banks is valuable as food banks can be a safety net resource available to participants even beyond exit from the THPP-NMD program. 2) It is the ultimate responsibility of the contractor to ensure the participant has sufficient food. The manner in which this food is obtained should be determined by the participant and contractor.]</p>
19	34	8.5.3.1	<p><u>Provision of Food and Beverages</u></p> <p>Please revise the language as follows: “Upon placement, CONTRACTOR shall supply ensure Participant has a variety of nutritious food and beverages for at least seven (7) business days. CONTRACTOR</p>	<p>Section 8.5.3.1 will be revised to read:</p> <p>Upon placement, CONTRACTOR shall ensure Participant has a variety of nutritious food and beverages for at least seven (7) business days. CONTRACTOR may</p>	<p>Please revise the language as follows: “Upon placement, CONTRACTOR shall supply ensure Participant has a variety of nutritious food and beverages for at least seven (7) business days. CONTRACTOR may consult with Participant about food options.”</p> <p>[Comment:</p>

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			<p>may consult with Participant about food options.”</p> <p>[<u>Comment:</u> It is the ultimate responsibility of the contractor to ensure the participant has a sufficient amount of food upon placement. The manner in which this food is obtained should be determined by the participant and contractor.]</p>	<p>consult with Participant about food options.</p>	<p>1) It is the ultimate responsibility of the contractor to ensure the participant has a sufficient amount of food upon placement. The manner in which this food is obtained should be determined by the participant and contractor.</p> <p>2) ACHSA’s recommended language allows greater flexibility for situations in which the contractor determines that it is appropriate, for example, to provide a grocery shopping stipend or to grocery shop with the youth.]</p>
20	35	8.5.4.1	<p><u>Responsibility for Utility Costs</u></p> <p>Please revise this language, as follows: “CONTRACTOR shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THPP-NMD unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit- The bills for the THPP-NMD unit shall not be in the Participant’s name. <u>unless a determination is made that the Participant is ready and able to assume this responsibility.</u></p>	<p><i>Section 8.5.4.1 language will be changed to:</i></p> <p>CONTRACTOR shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THPP-NMD unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit unless the Participant is at least 20 years old, been in placement with the agency for at least six months and a determination is made that the</p>	<p>Please revise this language, as follows: “CONTRACTOR shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THPP-NMD unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit- The bills for the THPP-NMD unit shall not be in the Participant’s name. <u>unless a determination is made that the Participant is ready and able to assume this responsibility.</u></p> <p><u>This determination may be made no sooner than six months following placement of the Participant into the CONTRACTOR’s THPP-NMD program and shall be agreed</u></p>

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			<p><u>This determination may be made no sooner than six months following placement of the Participant into the CONTRACTOR's THPP-NMD program and shall be agreed to by the Participant and documented in the Participant's Needs & Services Plan. If any utility accounts are transferred to the Participant, CONTRACTOR shall be placed on the account(s) as the third party guarantor."</u></p> <p>[Comment: Allowing participants to place utility accounts in their names with the contractor as the third party guarantor provides participants with the opportunity for a real life experience, with the provider as a safety net, and assists the participant to establish a positive credit history. This practice has benefitted participants in THPP-NMD programs in other counties.]</p>	<p>Participant is ready to assume this responsibility of bill payment. Further, the:</p> <ul style="list-style-type: none"> -CSW/DPO must agree to this arrangement -shared agreement must be on file between the agency and Participant -Participant has received training regarding this responsibility -If any utility accounts are transferred to the Participant, CONTRACTOR shall be placed on the account(s) as the third party guarantor." <p>Participants younger than 20 years old will be considered on a case-by-case basis</p>	<p><u>to by the Participant and documented in the Participant's Needs & Services Plan. If any utility accounts are transferred to the Participant, CONTRACTOR shall be placed on the account(s) as the third party guarantor."</u></p> <p>[Comment: Allowing participants to place utility accounts in their names with the contractor as the third party guarantor provides participants with the opportunity for a real life experience, with the provider as a safety net, and assists the participant to establish a positive credit history. This practice has benefitted participants in THPP-NMD programs in other counties.]</p>
21	40	8.5.9.7.1	<p><u>Participant Savings Held by Contractor</u></p> <p>8.5.9.7.1 CONTRACTOR shall make every effort to provide the <u>THPP-NMD</u> Participant all of his/her <u>"personal"</u> savings upon exit. If this is not possible,</p>	<i>No change</i>	<p>Please revise this language, as follows:</p> <p>"8.5.9.7.1 CONTRACTOR shall make every effort to provide the THPP-NMD Participant all of his/her "personal" savings upon exit. If this is not possible, CONTRACTOR shall provide all <u>"personal savings"</u> and at least 25% percent</p>

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			CONTRACTOR shall provide <u>all</u> “ <u>personal savings</u> ” and at least 25% <u>percent</u> of <u>remaining</u> savings within three (3) business days of <u>THPP-NMD</u> Participant’s exit, and the remaining amount (minus any <u>approved</u> deductions) as soon as possible, and no more than 21 business days thereafter.		of remaining personal savings within <u>seven</u> three (73) business days of THPP-NMD Participant’s exit, and the remaining amount (minus any approved deductions) as soon as possible, and no more than 21 business days thereafter.” [Comment: This is not a reasonable expectation, as it is not within the control of the provider to be able to provide all funds within three business days of exit. This expectation is particularly challenging for NMDs with an unplanned exit.]
2 2	42	8.5.11.2	<u>Infant/Child Supplement Funds</u> Please revise the language as follows: “8.5.11.2.1 CONTRACTOR shall inform Participant of his/her right to retain 100 percent of the infant supplement and advise him/her of the option to allow the CONTRACTOR to retain a “mutually agreed upon” portion (not to exceed 25 percent of the infant/child supplement payment received for each child) to cover for Title IV-E allowable expenses related to his/her placement with CONTRACTOR.	<i>No change</i>	Please revise the language as follows: “8.5.11.2.1 CONTRACTOR shall inform Participant of his/her right to retain 100 percent of the infant supplement and advise him/her of the option to allow the CONTRACTOR to retain a “mutually agreed upon” portion (not to exceed 25 percent of the infant/child supplement payment received for each child) to cover for Title IV-E allowable expenses related to his/her placement with CONTRACTOR. 8.5.11.2.2 CONTRACTOR, on a case by case basis, may request an exception to the 25 percent by submitting a request, inclusive of supporting documentation, to CPM for review.

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			<p>8.5.11.2.2 CONTRACTOR, on a case-by-case basis, may request an exception to the 25 percent by submitting a request, inclusive of supporting documentation, to CPM for review.</p> <p>[Comments: 1) We recommend that the amount retained by the provider should be determined on an individual case-by-case basis with the NMD's team and should not be limited by a blanket 25 percent cap, which aligns with the guidance provided in CDSS ACL 17-93. 2) We are concerned that <u>this requirement will limit the number of THPP-NMD units available to parenting participants,</u> as continuing to require the provider to pass through 75 percent of the infant supplement makes it extremely challenging for providers to serve this population based on inadequate overall funding for these youth. 3) The THPP-NMD rate does not cover the costs for other necessities for parenting THPP-NMD Participants.]</p>		<p>[Comments: 1) We recommend that the amount retained by the provider should be determined on an individual case-by-case basis with the NMD's team and should not be limited by a blanket 25 percent cap, which aligns with the guidance provided in CDSS ACL 17-93. 2) The THPP-NMD rate does not cover the costs for other necessities for parenting THPP-NMD Participants. When this Supplement was developed by the State, the intention was that this supplement could assist the provider in covering some of the additional costs to serve parenting NMDs. <u>3) We are concerned that this requirement will limit the number of THPP-NMD units available to parenting participants,</u> as continuing to require the provider to pass through 75 percent of the infant supplement makes it extremely challenging for providers to serve this population based on inadequate overall funding for these youth. 4) Greater flexibility to utilize the Infant Supplement would allow providers to serve more parenting NMDs. 5) This requirement creates additional limitations/barriers that make it challenging for contractors to continue to operate or expand this program, impacting the sustainability of this program.]</p>

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2 3	42	8.5.11.2.3	<p><u>Infant/Child Supplement Funds</u> Consistent with CDSS All County Letter 17-93, we have recommended the revision of the remainder of this Section language, as follows:</p> <p>“8.5.11.2.3 Each month, the CONTRACTOR shall provide the Participant with the infant/child supplement payment received for each child less any or the mutually agreed amount from the previous subsection, to help pay for basic needs, such as formula, food, medicine, clothing, and diapers, etc.</p> <p>8.5.11.2.3.1 CONTRACTOR shall discuss this option work with Participant and CSW/DPO to develop an individual agreement regarding the amount of the infant supplement to be provided to the NMD and the amount the CONTRACTOR will retain and will thoroughly explain what additional services the Participant can expect to receive <u>how the supplement will be utilized</u> as a result of their mutual agreement.</p>	<p><i>Section 8.5.11.2.3 will be changed to:</i></p> <p>Each month, the CONTRACTOR shall provide the Participant with the infant/child supplement payment received for each child or the mutually agreed amount from the previous subsection, to help pay for basic needs, such as formula, food, medicine, clothing, and diapers, etc.</p> <p>No other change</p> <p>8.5.11.2.3 Each month, the CONTRACTOR shall provide the Participant with the infant/child supplement payment received for each child less any or the mutually agreed amount from the previous subsection, to help pay for basic needs, such as formula, food, medicine, clothing, and diapers, etc.</p>	<p>Please revise the remainder of this Section language as follows:</p> <p>“8.5.11.2.3 Each month, the CONTRACTOR shall provide the Participant with the infant/child supplement payment received for each child less any or the mutually agreed amount from the previous subsection, to help pay for basic needs, such as formula, food, medicine, clothing, and diapers, etc.</p> <p>8.5.11.2.3.1 CONTRACTOR shall discuss this option work with Participant and CSW/DPO to develop an individual agreement regarding the amount of the infant supplement to be provided to the NMD and the amount the CONTRACTOR will retain and will thoroughly explain what additional services the Participant can expect to receive <u>how the supplement will be utilized</u> as a result of their mutual agreement.</p> <p><u>8.5.11.2.3.2 This agreement shall be developed and approved by the Child and Family Team (CFT), if available. If a CFT is not available, the NMD should have a support person present during a discussion with the provider and NMD to develop the shared agreement.</u></p> <p><u>8.5.11.2.3.2 CONTRACTOR may not use Infant Supplement funds to supplant</u></p>

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			<p>8.5.11.2.3.2 CONTRACTOR may not use Infant Supplement funds to supplant private agency dollars allocated to rent single or one-bedroom units for parenting THPP-NMD Participants, as the monthly THPP-NMD payment rate includes rent and other necessities for parenting THPP-NMD Participants.</p> <p>8.5.11.2.3.3 CONTRACTOR may request to use Infant Supplement funds to pay for the rental of larger units <u>or single units</u> to accommodate parenting THPP-NMD Participants with multiple children.</p> <p>8.5.11.2.3.4 CONTRACTOR shall follow procedures in Exhibits A-5 & A-6 for co-leasing or unit-sharing NMDs.</p> <p><u>8.5.11.2.3.5 This agreement shall be developed and approved by the Child and Family Team (CFT), if available. If a CFT is not available, the NMD should have a support person present during a discussion with the provider and</u></p>		<p>private agency dollars allocated to rent single or one-bedroom units for parenting THPP-NMD Participants, as the monthly THPP-NMD payment rate includes rent and other necessities for parenting THPP-NMD Participants.</p> <p>8.5.11.2.3.3 CONTRACTOR may request to use Infant Supplement funds to pay for the rental of larger units <u>or single units</u> to accommodate parenting THPP-NMD Participants with multiple children.</p> <p>8.5.11.2.3.4 CONTRACTOR shall follow procedures in Exhibits A-5 & A-6 for co-leasing or unit-sharing NMDs.</p> <p><u>8.5.11.2.3.6 Allowable expenses include, but are not limited to, clothing, laundry, diapers, food, medical costs, shelter, household items (such as a crib), costs for providing childcare, travel to the child's home for visitation, travel for the child to remain in their school of origin, and housing related costs, such as increased rent for a larger housing unit."</u></p> <p>[Comments: 1) We propose that the Infant Supplement can be used to rent single or one-bedroom units for parenting participants, as CDSS ACL 17-93</p>

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			<p><u>NMD to develop the shared agreement.</u></p> <p><u>8.5.11.2.3.6 Allowable expenses include, but are not limited to, clothing, laundry, diapers, food, medical costs, shelter, household items (such as a crib), costs for providing childcare, travel to the child's home for visitation, travel for the child to remain in their school of origin, and housing related costs, such as increased rent for a larger housing unit."</u></p> <p>[Comments: 1) We propose that the Infant Supplement can be used to rent single or one-bedroom units for parenting participants, as CDSS ACL 17-93 specifically allows for use of the Infant Supplement for "increased rent." 2) We agree that the provider must utilize the portion of the THPP-NMD rate allocated for rent/housing towards the unit rent. However, the rate allocation for rent/housing is severely inadequate to cover the cost of rent for a single unit. The THPP-NMD rate does not cover the costs for increased rent for parenting THPP-NMD Participants.</p>		<p>specifically allows for use of the Infant Supplement for "increased rent."</p> <p>2) We agree that the provider must utilize the portion of the THPP-NMD rate allocated for rent/housing towards the unit rent. However, the rate allocation for rent/housing is severely inadequate to cover the cost of rent for a single unit. The THPP-NMD rate does not cover the costs for increased rent for parenting THPP-NMD Participants.</p> <p>3) <u>Allowing the infant supplement to be used for the additional costs related to increased rent for a single unit for parenting participants would allow providers to increase the number of THPP-NMD units available to this population, thus serving more parenting participants.</u></p> <p>4) Greater flexibility to utilize the Infant Supplement would allow providers to serve more parenting NMDs.</p> <p>6) This requirement creates additional limitations/barriers that make it challenging for contractors to continue to operate or expand this program, impacting the sustainability of this program.</p> <p>7) The ACHSA recommended language regarding the individual agreement, as well as development of this agreement with the Child and Family Team or NMD's support person, is aligned with the guidance in CDSS ACL 17-93.]</p>

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			<p>3) <u>Allowing the infant supplement to be used for the additional costs related to increased rent for a single unit for parenting participants would allow providers to increase the number of THPP-NMD units available to this population, thus serving more parenting participants.</u></p> <p>4) The ACHSA recommended language regarding the Child and Family Team or NMD's support person is aligned with the guidance in CDSS ACL 17-93]</p>		.
24	43	8.5.11.2.4	<p><u>Infant/Child Supplement Funds</u> Consistent with CDSS All County Letter 17-93, we have recommended the revision of the remainder of this Section language, as follows:</p> <p>“8.5.11.2.4 CONTRACTOR, <u>and</u> THPP-NMD Participant and CSW/DPO shall sign the Infant/Child Supplement Mutual Agreement Form (Exhibit A-16) indicating the mutually agreed upon additional services <u>uses of the supplement</u> and retained percentage amount. Exhibit A-16 shall be effective for one year and must be renewed yearly or sooner if there is a change in agency staffing</p>	<i>No change</i>	<p>Please revise the remainder of this Section language as follows:</p> <p>“8.5.11.2.4 CONTRACTOR, <u>and</u> THPP-NMD Participant and CSW/DPO shall sign the Infant/Child Supplement Mutual Agreement Form (Exhibit A-16) indicating the mutually agreed upon additional services <u>uses of the supplement</u> and retained percentage amount. Exhibit A-16 shall be effective for one year and must be renewed yearly or sooner if there is a change in agency staffing or Participant parenting needs or status.”</p> <p>[<u>Comment:</u> Requiring the Mutual Agreement to be renewed if there is a change in agency staffing goes beyond the requirements of CDSS ACL 17-93 and would lead to unnecessary and excessive documentation.]</p>

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			<p>of Participant parenting needs or status.”</p> <p>[Comment: Requiring the Mutual Agreement to be renewed if there is a change in agency staffing goes beyond the requirements of CDSS ACL 17-93 and would lead to unnecessary and excessive documentation.]</p>		
2 5	44	8.5.12.1.1	<p><u>Use of Fines</u></p> <p>Please revise this language, as follows:</p> <p>“Refundable fines are funds returned to the Participant after discharge from the program. Fines for missed life skills training are refundable. A non-refundable fine is a reasonable number of dollars taken from a non-minor dependent (NMD) by a housing provider for the NMD’s willful and intentional destruction/damage to property <u>or excessive utility costs exceeding the established baseline.</u> All nonrefundable fines shall be approved by the CPM.”</p> <p>[Comments:</p> <p>1) The recommended additional language specifies an additional non-refundable fine permitted in the contract.</p>	<p><i>Section 8.5.12.1.2 will be deleted</i></p> <p><i>No other change</i></p>	<p>Please revise the language as follows:</p> <p><u>“8.5.12 Fines are either refundable, and returned to the Participant upon exiting THPP-NMD; or non-refundable, and paid to CONTRACTOR from Participant’s personal funds, excluding money received from allowance. Payment of non-refundable fines must be agreed to by the Participant and approved by CPM.</u></p> <p>...</p> <p><u>8.5.12.1.2 A large bill shall be deducted from the THPP-NMD allowance Participant’s funds gradually and not all at once.”</u></p> <p>[Comment: 1) The proposed language limits the contractor’s ability to use fines as an opportunity for skill building around responsibility and accountability, which is a principle of youth development and self-sufficiency.</p>

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			2) We question why all nonrefundable fines must be approved by the CPM, although we would be open to additional language which requires the contractor to provide written notice to the CPM of non-refundable fines to be imposed.]		2) The proposed language is a disincentive to obtaining employment for participants. 3) The participant should be able to decide whether or not to pay fines using his/her allowance. .]
26	44	8.5.12.3	<p><u>Non-Refundable Fines</u> Please delete this language: “Non-refundable fines cannot be paid from the Participant’s allowance.”</p> <p>[Comments: 1) The proposed language is a disincentive to obtaining employment for participants. 2) The participant should be able to decide whether or not to pay fines using his/her allowance. 3) There is protection for the participant in SOW Section 8.5.12.1 which states that payment of fines must be agreed to by the Participant.]</p>	<i>No change</i>	<p>Please delete this language.</p> <p>[Comments: 1) The proposed language limits the contractor’s ability to use fines as an opportunity for skill building around responsibility and accountability, which is a principle of youth development and self-sufficiency. 2) The proposed language is a disincentive to obtaining employment for participants. 3) The participant should be able to decide whether or not to pay fines using his/her allowance. 4) There is protection for the participant in SOW Section 8.5.12.1 which states that payment of fines must be agreed to by the Participant.]</p>

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27	46	8.5.17.3-8.5.17.4		<i>No change</i>	<p>Please revise this language, as follows: “8.5.17.4 Expectant and parenting THPP-NMD Participants shall be <u>connected to</u> provided services that are specifically targeted at supporting, maintaining, and developing both the parent-child bond and the THPP-NMD Participant’s ability to provide a permanent and safe home for their child(ren).”</p> <p>[<u>Comment:</u> This requirement is an unfunded mandate, as the THPP-NMD rate does not cover the costs for other necessities for parenting THPP-NMD Participants.]</p>
28	48	8.6.4.2.1	<u>Responsibility for Utility Costs</u> Please delete this language. [<u>Comment:</u> Please see our recommended revised language for SOW Section 8.5.4.1.]	<i>Section 8.6.4.2.1 has been deleted as section 8.5.4.1 allows for the Participant to bill pay under certain circumstances</i>	<p>Please delete this language.</p> <p>[<u>Comment:</u> Please see our recommended revised language for SOW Section 8.5.4.1.]</p>
29	49	8.6.4.3	<u>Participant Required Training</u> Please revise this language, as follows: “CONTRACTOR shall	<i>No change</i>	<p>Please revise this language, as follows: “CONTRACTOR shall provide and encourage Participant to attend not less than a</p>

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			<p>provide and encourage Participant to attend not less than a 60-minute training session on any four<u>two</u> subjects described in this Section<u>listed below</u> each month for a minimum of 240<u>120</u> minutes of training conducted each month:</p> <ol style="list-style-type: none"> 1) <u>Money Management/Financial Literacy Skills</u> 2) <u>Participant Banking</u> 3) <u>Maintenance of Personal Items</u> 4) <u>Nutrition and Food Management Storage, and Preparation</u> 5) <u>Unit Upkeep and Maintenance</u> 6) <u>Emergency Preparedness;</u> 7) <u>Legal Rights and Community Resources</u> 8) <u>Education and Career Development</u> 9) <u>Employment</u> 10) <u>Transportation, Vehicle Maintenance and Travel</u> 11) <u>Medical and Dental Care Training</u> 12) <u>Socialization Skills, Interpersonal Relationships and Self-Esteem</u> 13) <u>Permanent Adult Connection</u> 14) <u>Goal Setting</u> 		<p>60-minute training session on any four<u>two</u> subjects described in this Section<u>listed below</u> each month for a minimum of 240<u>120</u> minutes of training conducted each month:</p> <ol style="list-style-type: none"> 18) <u>Money Management/Financial Literacy Skills</u> 19) <u>Participant Banking</u> 20) <u>Maintenance of Personal Items</u> 21) <u>Nutrition and Food Management Storage, and Preparation</u> 22) <u>Unit Upkeep and Maintenance</u> 23) <u>Emergency Preparedness;</u> 24) <u>Legal Rights and Community Resources</u> 25) <u>Education and Career Development</u> 26) <u>Employment</u> 27) <u>Transportation, Vehicle Maintenance and Travel</u> 28) <u>Medical and Dental Care Training</u> 29) <u>Socialization Skills, Interpersonal Relationships and Self-Esteem</u> 30) <u>Permanent Adult Connection</u> 31) <u>Goal Setting</u> 32) <u>Time Management</u> 33) <u>Housing</u> 34) <u>Therapeutic or Emotional Support Pets and Service Animals”</u> <p>[Comment: The modified language is more reasonable for THPP-NMD participants and providers, as the participant is educated and supported through a significant amount of individual activities beyond the “life skills”</p>

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			<p>15) <u>Time Management</u> 16) <u>Housing</u> 17) <u>Therapeutic or Emotional Support Pets and Service Animals</u>”</p> <p>[Comment: The modified language is more reasonable for THPP-NMD participants and providers, as the participant is educated and supported through a significant amount of individual activities beyond the “life skills” trainings (e.g., support to develop and maintain a monthly budget, assistance to monitor medical treatment and medications, and help related to enrollment and educational supports).]</p>		<p>trainings (e.g., support to develop and maintain a monthly budget, assistance to monitor medical treatment and medications, and help related to enrollment and educational supports).]</p>
30	49	8.6.4.4.1	<p><u>Participant Required Training</u> Please revise this language, as follows: “As<u>Once</u> Participant <u>completes at least one hour of training in each of the subjects listed in Section 8.6.4.3 and</u> demonstrates proficiency in life skills, and in consultation with Participant and CSW/DPO, CONTRACTOR may reduce, the minimum minutes of training to no less than 120 minutes a month<u>provide additional training on an as needed basis, determined</u></p>	<i>No change</i>	<p>Please revise this language, as follows: “As<u>Once</u> Participant <u>completes at least one hour of training in each of the subjects listed in Section 8.6.4.3 and</u> demonstrates proficiency in life skills, and in consultation with Participant and CSW/DPO, CONTRACTOR may reduce, the minimum minutes of training to no less than 120 minutes a month<u>provide additional training on an as needed basis, determined by the individual needs of the Participant.</u> The discussion with the Participant and CSW/DPO must be documented in case file.”</p>

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			<p><u>by the individual needs of the Participant.</u> The discussion with the Participant and CSW/DPO must be documented in case file.”</p> <p>[<u>Comment:</u> The proposed language is prescriptive and does not recognize the individual strengths and needs of each youth. The recommended language allows the participant, CSW/DPO and provider to determine as a team the appropriate level of training required, based on the participant’s individual circumstances.]</p>		<p>[<u>Comment:</u> The proposed language is prescriptive and does not recognize the individual strengths and needs of each youth. The recommended language allows the participant, CSW/DPO and provider to determine as a team the appropriate level of training required, based on the participant’s individual circumstances.]</p>
31	66	10.3.2	<p><u>Monitoring of Participant Clothing and Personal Items</u></p> <p>Please delete the second sentence: “In instances where Participant is AWOL, on vacation, or incarcerated, CONTRACTOR is responsible for safeguarding his/her personal items.”</p> <p>[<u>Comments:</u></p> <p>1) It is not reasonable to expect the contractor to monitor and track a participant’s personal belongings when the participant is away from his/her unit for short periods of time.</p> <p>2) SOW Section 10.7 includes requirements related to the handling</p>	<p><i>Section 10.3.2 will be changed to:</i></p> <p>CONTRACTOR shall assist Participant in safeguarding his/her personal items. In instances where Participant, is AWOL, on vacation, has runaway or is incarcerated and will likely exit the program, CONTRACTOR is responsible for safeguarding his/her personal items for up to 14 business days, and working with the CSW/DPO to get the personal items to the appropriate staff.</p>	<p>Please revise the language as follows: “CONTRACTOR shall assist Participant in safeguarding his/her personal items. In instances where Participant, is AWOL, on vacation, <u>has runaway or is incarcerated and will likely exit the program,</u> CONTRACTOR is responsible for safeguarding his/her personal items for up to 14 business days, and working with the CSW/DPO to get the personal items to the appropriate staff.”</p>

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			of a participant's personal belongings following incarceration.]		
32	69	10.3.7.3	<p><u>Responsibility for Medical Care of Participant's Child(ren)</u> Please revise this language, as follows: "When Participant is placed with his/her child(ren), CONTRACTOR is to follow up with the Participant and ensure that the child(ren) receives<u>has access to</u> timely immunizations and medical care."</p> <p>[Comments: 1) The contractor can provide access to but cannot force the participant to obtain timely immunizations and medical care for their children. 2) The recommended language is consistent with the language previously agreed upon by DCFS and providers.]</p>	<p><i>There is no 10.3.7.3 in Exhibit A, Section 10.</i></p> <p><i>However, one has been added with the following language:</i></p> <p>CONTRACTOR shall ensure that a NMD parent, whose child(ren) is/are placed in the THPP-NMD, provides care and supervision for her/his child(ren), which may include educating the NMD about how to access medical and dental care</p> <p>This language is consistent with CCL THPP-NMD Section 86178(b)</p>	<p>Please revise this language as follows: CONTRACTOR shall ensure that a NMD parent, whose child(ren) is/are placed in the THPP-NMD, <u>is provided education regarding how to provide</u> care and supervision for his/her child(ren) which includes having access to appropriate medical (and dental, if applicable) care, immunizations and routine examinations."</p>
33	71	10.4.1.3.1	<p><u>Progressive Discipline</u> Please revise this language, as follows: "The stabilization plan is only effective for 30 business days and only covers the issue(s) discussed at the meeting."</p>	<p>No change</p>	<p>Please revise this language, as follows: "The stabilization plan is only effective for 30 business days and only covers the issue(s) discussed at the meeting. <u>Should new or additional issues arise, CONTRACTOR shall inform CSW/DPO and Participant of issue/concern.</u>"</p>

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			[<u>Comment</u> : It is not reasonable to limit the scope of the stabilization plan/process to the issues discussed at the stabilization meeting which could prolong an unstable placement for a participant exhibiting a pattern of inappropriate behaviors, which is not in the best interest of the participant and can be detrimental to other participants and the contractor.]		[<u>Comment</u> : It is not reasonable to limit the scope of the stabilization plan/process to the issues discussed at the stabilization meeting which could prolong an unstable placement for a participant exhibiting a pattern of inappropriate behaviors, which is not in the best interest of the participant and can be detrimental to other participants and the contractor.]
34	71	10.4.1.3.2	<p><u>Progressive Discipline</u> Please revise this language, as follows: “CONTRACTOR shall convene another stabilization meeting to discuss new issues, or to develop a transition plan if the stabilization plan has expired and Participant remains noncompliant.”</p> <p>[<u>Comment</u>: It is not reasonable to require an additional stabilization meeting to discuss new issues which could prolong an unstable placement for a participant exhibiting a pattern of inappropriate behaviors, which is not in the best interest of the participant and can be detrimental to other participants and the contractor.]</p>	<i>No change</i>	<p>Please revise this language, as follows: “CONTRACTOR shall convene another stabilization meeting to discuss new issues, or to develop a transition plan if the stabilization plan has expired and Participant remains noncompliant.”</p> <p>[<u>Comment</u>: It is not reasonable to require an additional stabilization meeting to discuss new issues which could prolong an unstable placement for a participant exhibiting a pattern of inappropriate behaviors, which is not in the best interest of the participant and can be detrimental to other participants and the contractor.]</p>

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35	71	10.4.2.3.2		<p><i>Section 10.4.1.3.3 will be added with the following language:</i></p> <p>Should the Participant choose not to participate in the stabilization meeting, CONTRACTOR and COUNTY will work together to develop a stabilization plan.</p>	<p>Please add the following language to this section:</p> <p><u>“Should the Participant choose not to participate in the stabilization meeting, CONTRACTOR and COUNTY will work together to develop a stabilization plan.”</u></p> <p>[Comment: Should the Participant continue to not participate in the stabilization meetings, it is important that there be a mechanism to develop a stabilization plan to ensure the Participant’s safety and stability in the program.]</p>
36	66	10.3.2	<p><u>Participant’s Personal Belongings upon Incarceration or Program Exit</u></p> <p>Please revise this language, as follows:</p> <p>“CONTRACTOR shall secure inventory, pack and store all personal belongings left behind by any Participant who is incarcerated beyond the arraignment hearing, or has exited its program. CONTRACTOR and CSW/DPO shall work together to ensure Participant’s belongings are provided<u>made available</u> to CSW/DPO within 10 business days of Participant’s extended incarceration or exit.”</p> <p>[Comment: It should be the County’s responsibility to retrieve</p>	<i>No change</i>	<p>Please revise the language as follows:</p> <p>“CONTRACTOR shall assist Participant in safeguarding his/her personal items. In instances where Participant is AWOL, on vacation, has runaway or is incarcerated, <u>and will likely exit the program.</u> CONTRACTOR is responsible for safeguarding his/her personal items for up to 14 business days, and working with the CSW/DPO to get the personal items to the appropriate staff.”</p>

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			the participant's belongings upon the child's discharge from the contractor's program.]		
37	71	10.4.1.3.1.1		<p><i>Section 10.4.1.3.1.1 will be changed to:</i></p> <p>On a case by case basis, the stabilization plan may be extended by the CONTRACTOR for an additional 14 business days after consulting with CPM and CSW/DPO</p>	Please revise this language, as follows: "10.4.1.3.1.1 On a case by case basis, the stabilization plan may be extended by the CONTRACTOR for an additional 14 business days."
38	74	11.4	<p><u>Aftercare Follow-up and Tracking</u> Please revise this language, as follows:</p> <p>11.4.1 CONTRACTOR shall provide Aftercare/Follow-up services to all Participants served in its program for 90 days or more. <u>If a Participant exits to another housing program provided by the CONTRACTOR agency and does not reside in that program for 90 days, aftercare/follow-up services shall be provided by CONTRACTOR.</u></p>	<p><i>Section 11.4.1 will be changed to:</i></p> <p>CONTRACTOR shall have a plan to track and maintain contact with THPP-NMD Participants for 12 months following the THPP-NMD Participant's exit of the THPP-NMD program. Aftercare services can be discontinued after 90 days if the NMD exits to another housing program and is in that same housing program 90 days after exit from the THPP-NMD.</p>	<p>Please revise this language, as follows: "11.4.1 CONTRACTOR shall have a plan to track and maintain contact with THPP-NMD Participants for <u>90 days two years</u> following the THPP-NMD Participant's exit of the THPP-NMD program. <u>However, if a Participant exits to another housing program operated by another agency, no further contact is required by the provider.</u></p> <p>...</p> <p><u>11.4.4 CONTRACTOR shall contact former THPP-NMD Participants at 90 days, 180 days, and every six months thereafter up to 24 months.</u></p>

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			<p>11.4.2 Initial contact <u>with Participants exiting to living arrangements other than housing programs or exiting to another housing program provided by the CONTRACTOR</u> should be made between 60 and 90 days of NMD exiting the <u>THPP-NMD</u> program.</p> <p>11.4.3 If Participant no longer resides in the housing program, provider shall continue providing aftercare follow up tracking and services as required.</p> <p>[Comment: It is not reasonable to expect the THPP-NMD provider to monitor/track whether the participant remains in a housing program with another agency for 90 days.]</p>	-	<p>...</p> <p>11.4.7 CONTRACTOR shall <u>provide community resources and referrals to services</u> offer assistance whenever possible to former THPPNMD Participants.”</p> <p>[Comments: 1) It is not reasonable to expect that contractor to provide aftercare follow up for all participants for up to two years. 2) The THPP-NMD rate does not cover the costs for aftercare follow up or services. Requiring the contractor to provide assistance or services is an unfunded mandate, and it is more appropriate for the contractor to provide community resources and referrals. 3) As previously discussed with the County, THPP-NMD providers would be interested in providing aftercare supports to Participants, should additional funding be made available to provide this support.]</p>
39	78	Program Outcome Summary Safety	<p><u>Compliance with Contract Expectations</u> Please revise this language, as follows: “100<u>75</u> percent of THPP Participant units will be in accordance with Contract expectations.”</p> <p>[Comment: Ideally this performance target should consider and be based on current system-</p>	No change	<p>Please revise this language, as follows: “100<u>75</u> percent of THPP Participant units will be in accordance with Contract expectations.”</p> <p>[Comment: Ideally this performance target should consider and be based on current system-wide performance in this area. In the absence of that data, we recommend a more realistic performance target of 75%.]</p>

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			wide performance in this area. In the absence of that data, we recommend a more realistic performance target of 75%.]		
40	79	Program Outcome Summary Well-Being Self Sufficiency	<p><u>Removing Barriers to Employment</u> Please confirm this measure only pertains to the population of youth who qualify for extended foster care under this participating condition. This should be more clearly stated.</p> <p>As well, please revise this language, as follows: “75 percent or 10 percent of more than preceding year’s <u>percentage of</u> Participants will have no barriers in employment attainment be participating in a program or activity designed to promote or remove barriers to employment.”</p> <p>[Comments: 1) The proposed performance target does not seem to make sense. How would this be measured? And perhaps more importantly, why would a Participant be participating in a program or activity to remove barriers to employment if the Participant does not have any barriers to attain employment?</p>	<p><i>The language in this Program Outcome Summary will be changed to:</i></p> <p><i>75 percent or 10 percent increase of preceding year’s Participants, whichever is less, will have reduced barriers to employment as evidenced by 90 consecutive days of employment, and/or completion of at least three (3) of the activities listed in Exhibit A, Attachment III “Examples of Programs and Activities Designed to Promote or Remove Barriers to Employment.”</i></p>	<p>Please revise this language, as follows: “75 percent or 10 percent increase of preceding year’s Participants will have no barriers in employment attainment be participating in a program or activity designed to promote or remove barriers to employment.”</p> <p>[Comments: 1) The proposed performance target does not seem to make sense. How would this be measured? And perhaps more importantly, why would a Participant be participating in a program or activity to remove barriers to employment if the Participant does not have any barriers to attain employment?]</p>

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			2) The recommended language clarifies how the 10 percent increase will be measured.]		
41	82	Performance Requirements Summary	<p><u>Maintenance of Housing Sites</u> Please revise this language, as follows: “CONTRACTOR shall maintain 100<u>75</u>% of the housing sites”</p> <p>[<u>Comment:</u> Ideally this performance target should consider and be based on current system-wide performance in this area. In the absence of that data, we recommend a more reasonable performance target of 75%.]</p>	<i>No change</i>	Please delete this program outcome which appears duplicative of the following program outcome: “100% percent of THPP Participant units will be in accordance with Contract expectations.”