



**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
FOR  
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR  
NON-MINOR DEPENDENTS (THPP-NMD) SERVICES**

**Prepared By  
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## APPENDICES

- A     Sample Contract:** Identifies the terms and conditions in the Contract.
- B     Required Forms:** Forms that must be completed and included in the Statement of Qualifications (SOQ).
- C     Solicitation Requirements Review (SRR) Request:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- D     Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
- E     THPP-NMD Plan of Operation's Submission Guidelines.** The Plan of Operation must be approved by DCFS, and must be included in the Section E of the Statement of Qualifications.



## 1.0 SOLICITATION INFORMATION

<b>RFSQ Release Date</b>	August 8, 2025
<b>RFSQ Contact</b>	Adrineh Aghayani, Contract Analyst via email: <a href="mailto:THPP-NMDRFSQ24-0091@dcfs.lacounty.gov">THPP-NMDRFSQ24-0091@dcfs.lacounty.gov</a>
<b>Solicitation Requirements Review (SRR) Request Due</b>	August 22, 2025
<b>Virtual Conference</b>	August 14, 2025, at 10:00 a.m. (Pacific Daylight-Saving Time)
<b>Written Questions Due</b>	August 14, 2025, by 5:00 p.m. (Pacific Daylight-Saving Time)
<b>Questions and Answers Released via Addendum</b>	August 28, 2025
<b>SOQ's Due</b>	On or before 12:00 p.m. (Pacific Daylight-Savings Time) on September 11, 2025
<b>Anticipated Contract Term</b>	The contract will have an initial term of one year, with an option to extend for up to two additional one-year renewal periods, and up to an additional six-month extension, if necessary to complete a solicitation or negotiation of a new contract.

## 2.0 GENERAL INFORMATION

### 2.1 Scope of Work

The County of Los Angeles, (County) Department of Children and Family Services (Department) and the Probation Department is seeking qualified organizations to enter into contracts with the County to provide Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Services.

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 the Department of Children and family Services (DCFS) or the Probation Department (Probation).

Awarded Contractors must provide SPA based independent living opportunities by providing supervised safe housing and case management services to all eligible

participants. Eligible participants must be provided with assistance in practicing life skills and achieving self-sufficiency through supportive services.

## **2.2 Overview of Solicitation Document**

This Request for Statement of Qualifications (RFSQ):

- 2.2.1** Specifies the Contractor's minimum qualifications, provides information regarding some of the requirements of the Contract and the solicitation process.
- 2.2.2** Contains instructions to Contractors in how to prepare and submit their Statement of Qualifications (SOQ).
- 2.2.3** Explains how the SOQ will be reviewed, selected and qualified.
- 2.2.4** The following Appendices are included in the RFSQ:
  - A Sample Contract:** The Contract used for this solicitation. The terms and conditions shown in the Contract are not negotiable.
  - B Required Forms:** Forms contained in this section must be completed and included in the SOQ.
  - C Solicitation Requirements Review (SRR) Request:** Transmittal sent to Department requesting a Solicitation Requirements Review.
  - D Background and Resources: California Charities Regulation:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.
  - E THPP-NMD Plan of Operation's Submission Guidelines:** 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.

## **2.3 Terms and Definitions**

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A (Contract), Paragraph 2.0 (Definitions).

## **2.4 Contract Process**

The objective of this RFSQ process is to secure one or more qualified Contractors to provide THPP-NMD services.

- 2.4.1** Contracts will be executed with all Contractors determined to be qualified per this RFSQ.
- 2.4.2** Upon the Department's execution of Contracts resulting from this RFSQ, qualified Contractors will become County Contractors, and will become eligible to provide THPP-NMD services as outlined in this RFSQ.

## **2.5 Contract Term**

The term of the Contracts awarded under this RFSQ are for one year, with two, one-year options periods to extend, for a total of three years. In addition to the three years, the County may extend the contracts up to an additional six-months, if necessary to complete a solicitation or negotiation of a new contract. Option periods will be exercised at the Department's discretion.

## **2.6 Contract Rates**

**2.6.1** The Contract Rates will remain firm and fixed for the term of the contract.

**2.6.2** The Maximum Annual Contract Amount for THPP-NMD services is \$35,966,172 financed with 21 percent Federal funds, 32 percent State, and 47 percent Net County Cost. County DCFS will only award as many Contracts as needed to provide services in each region.

## **2.7 Indemnification and Insurance**

Contractor will be required to comply with the Indemnification provisions contained in Appendix A (Contract), Paragraph 9.23. Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Contract), Paragraphs 9.24 and 9.25.

## **3.0 MINIMUM MANDATORY REQUIREMENTS**

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

3.1 Contractors must have a minimum of four (4) years of experience, within the last six (6) years as a Transitional Housing provider or four (4) years' experience providing Case Management services to transition-aged youth (Foster/Probation Youth). The experience must include the provision of educational and employment support services to youth equivalent or similar to the services identified in the THPP-NMD Statement of Work.

3.2 Contractors must 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 in Los Angeles County; the facility address on the license must be within Los Angeles County.

3.3 Contractors must submit and maintain a CDSS THPP-NMD Rate Notification Letter from CDSS Foster Care Rates Bureau.

Contractors 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 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.

- 3.4 Contractors must submit a non-profit determination letter from the Internal Revenue Service.
- 3.5 Contractors must submit a non-profit determination letter from the State of California Franchise Tax Board.
- 3.6 Contractors must submit a current **certified** Statement of Information from the California Secretary of State.
- 3.7 Contractors must submit a Certificate of Status from the California Secretary of State.
- 3.8 Contractors must 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.
- 3.9 Contractors must 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.
- 3.10 If Contractors' compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Contractor 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.

## **4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

### **4.1 Representations Made Prior to Contract Execution**

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.

### **4.2 County's Right to Amend Request for Statement of Qualifications**

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

#### **4.3 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 will not be liable for any cost incurred by a Contractor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

#### **4.4 Background and Security Investigations**

Contractor must ensure that criminal clearances with subsequent arrest notification and background check have been conducted for all Contractor's staff and volunteers, prior to beginning and continuing work under any resulting Contract (see Appendix A, Sample Contract, Section 8.5, 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 staff passes or fails the background and criminal clearance investigations.

### **5.0 NOTIFICATION TO CONTRACTORS**

#### **5.1 Public Records Act**

**5.1.1** Responses to this RFSQ will become the exclusive property of the County. At such time as when Department recommends the qualified Contractor(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 Contractor as business or trade secrets, and plainly marked as "Trade Secrets," "Confidential," or "Proprietary."

**5.1.2** The County will not, in any way, be liable or responsible for the disclosure of any such record or 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 will not be deemed sufficient notice of exception. The Contractor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

## **5.2 Contact with County Personnel**

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

Adrineh Aghayani, Contract Analyst  
[THPP-NMDRFSQ24-0091@dcfs.lacounty.gov](mailto:THPP-NMDRFSQ24-0091@dcfs.lacounty.gov)

If it is discovered that a Contractor 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.

## **5.3 Mandatory Requirement to Register on County's WebVen**

Prior to executing a Contract, all potential Contractors must register in the County's WebVen. The WebVen contains the Contractor'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/>.

## **5.4 Protest Process**

**5.4.1** Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any Contractor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 below. Additionally, any actual Contractor may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.

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

### **5.4.3 Grounds for Review**

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

**5.4.3.1** Solicitation Requirements Review (Referenced in Paragraph 9.1)

**5.4.3.2** Disqualification Review (Referenced in Paragraph 9.2)

## **5.5 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Contractor or have any other direct or indirect financial interest in the selection of a Contractor. Contractor must certify that they are aware of and have read [Section](#)

[2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

## **5.6 Determination of Contractor Responsibility**

- 5.6.1** A responsible Contractor is a Contractor 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.
- 5.6.2** Contractors are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Contractor is responsible based on a review of the Contractor'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 Contractor against public entities. Labor law violations which are the fault of the subcontractors and of which the Contractor had no knowledge will not be the basis of a determination that the Contractor is not responsible.
- 5.6.3** The County may declare a Contractor to be non-responsible for purposes of this Contract if the Board, in its discretion, finds 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 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.
- 5.6.4** If there is evidence that the Contractor may not be responsible, the Department will notify the Contractor in writing of the evidence relating to the Contractor's responsibility, and its intention to recommend to the Board that the Contractor be found not responsible. The County will provide the Contractor and/or the Contractor's representative with an opportunity to present evidence as to why the Contractor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.6.5** If the Contractor presents evidence in rebuttal to the Department, the Department will 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 Contractor will reside with the Board.
- 5.6.6** These terms will also apply to proposed Subcontractors of Contractors on County Contracts.

## **5.7 Contractor Debarment**

- 5.7.1** Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (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 Contractor's existing contracts with County, if the Board 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.
- 5.7.2** These terms will also apply to proposed subcontractors of Contractors on County contracts.
- 5.7.3** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

## **5.8 Improper Considerations**

### **5.8.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Contractor with the implication, suggestion or statement that the Contractor's provision of the consideration may secure more favorable treatment for the Contractor in the award of a Contract or that the Contractor's failure to provide such consideration may negatively affect the County's consideration of the Contractor's submission. A Contractor must 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.

### **5.8.2 Notification to County**

A Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Contractor's submission being eliminated from consideration.



### **5.8.3 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.

## **5.9 County Lobbyist Ordinance**

The County 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 Contractor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the Contractor is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office’s List of Terminated Registered Lobbyists.

## **5.10 Consideration of GAIN/START Participants for Employment**

**5.10.1** As a threshold requirement for consideration of a Contract, Contractors must demonstrate a proven record of hiring participants in the County’s [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Contractors must attest to a willingness to provide employed GAIN/START participants access to the Contractor’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**5.10.2** Contractors who are unable to meet this requirement will not be considered for a Contract. Contractors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

## **5.11 Jury Service Program**

**5.11.1** The Contract is subject to the requirements of the County’s Contractor Employee Jury Service Ordinance (“Jury Service Program”) ([Los Angeles County Code, Chapter 2.203](#)). Contractors should carefully review Paragraph 9.8 (Compliance with the County’s Jury Service Program) of Appendix A (Sample Contract), which is incorporated by

reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors.

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

- 5.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). 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 Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), 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.

## **5.12 Pending Acquisitions/Mergers by Proposing Company**

The Contractor must 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. This information must be provided by the Contractor in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Contractor to provide this information may eliminate its SOQ from any further consideration. Contractor should have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

## **5.13 Charitable Contributions Compliance**

- 5.13.1** 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. contractors should carefully read the Background and Resources: California Charities Regulations, Appendix D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting 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) also have specific audit requirements.

**5.13.2** All Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). A completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any agreement with the County.

**5.13.3** County Contractors that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) 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](#))

#### **5.14 Defaulted Property Tax Reduction Program**

**5.14.1** The 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](#). Contractors should reference the pertinent provisions of Appendix A (Contract), Paragraphs 9.51 and 9.52, 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.

**5.14.2** Contractors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). 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](#)).

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

#### **5.15 County's Commitment to Zero Tolerance Policy on Human Trafficking**

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

- 5.15.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 9.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Contract). Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.
- 5.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**
- 5.16.1** 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.16.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and Contractor 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.
- 5.16.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.16.4** 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), will decide whether to approve exemption requests.
- 5.17 Contractor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**
- 5.17.1** On May 29, 2018, the County 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](#).
- 5.17.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with [Section 12952](#), as indicated in the Contract. Further, contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

### **5.18 Prohibition from Participation in Future Solicitation(s)**

A Contractor, or a Contractor or its subsidiary or Subcontractor ("Contractor"), is prohibited from submitting an SOQ in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting an SOQ in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County Contract. ([Los Angeles County Code, Chapter 2.202](#)).

### **5.19 Community Business Enterprise (CBE) Participation**

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Contractor's CBE participation must be reflected in Exhibit 5 (Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Contractors must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Contract. The Contractor must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Contractor's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "Request for CBE Listing."

For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

### **5.20 Contribution and Agent Declaration**

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Contractors are advised that they and all of their Subcontractors must complete and return as part of the SOQ, the Contribution and Agent Declaration

included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Contractors are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Contract award. Failure by the Contractor or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Contractor or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Contractor may be disqualified from a Contract award, as determined in the County's sole discretion. Further, all Contractors and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for twelve (12) months after the date a final decision is made in the Contract proceeding involving this solicitation.

## **5.21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)**

**5.21.1** Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Contractor's response to this RFSQ, Contractor must submit a certification, as set forth in Exhibit 11 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a SOQ response to this RFSQ identify Subcontractors, or should Contractor intend to use Subcontractors in the provision of services under any subsequent Contract, Contractor must submit a certification, completed by each Subcontractor, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

**5.21.2** Failure to provide the required certification may eliminate Contractor's response to RFSQ from consideration.

**5.21.3** In the event that Contractor and/or its Subcontractor(s) is or are unable to provide the required certification, Contractor instead will provide a written explanation concerning its and/or its Subcontractor's inability to provide the certification. Contractor's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the Contractor and/or Subcontractor who is currently suspended,



debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the Contract which is being solicited by this RFSQ.

- 5.21.4** The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the SOQ response to this RFSQ is appropriate under the federal law.

## **6.0 COUNTY'S PREFERENCE PROGRAMS**

### **6.1 Overview of County's Preference Programs**

- 6.1.1** The County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.3, and 6.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <http://dcba.lacounty.gov>.
- 6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

### **6.2 Local Small Business Enterprise (LSBE) Preference Program**

- 6.2.1** In reviewing Work Order Bids, the County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204.030D.2 of the Los Angeles County Code](#).
- 6.2.2** To apply for certification as a LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>.
- 6.2.3** Certified Local SBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is

affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

### **6.3 Social Enterprise (SE) Preference Program**

**6.3.1** In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).

**6.3.2** To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

**6.3.3** Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit their SE certification letter (“Certification for Federally Funded Solicitations”) from the DCBA with their bid.

### **6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**

**6.4.1** In reviewing SOQs, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).

**6.4.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

**6.4.3** Certified DVBEs may only request the preference in each of the SOQ responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with the SOQ response and submit their DVBE certification approval letter from the DCBA with their SOQ.

### **6.5 Preference Program Enterprises (PPEs) - Prompt Payment Program**

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

## **7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS**



This Section contains key project activities as well as instructions to Contractors in how to prepare and submit their Statement of Qualifications (SOQ).

## **7.1 Truth and Accuracy of Representations**

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

## **7.2 Contractors' Questions**

**7.2.1** Contractors may submit written questions regarding this RFSQ by e-mail to [THPP-NMDRFSQ24-0091@dcfs.lacounty.gov](mailto:THPP-NMDRFSQ24-0091@dcfs.lacounty.gov). All questions must be received by the date and time specified in Section 1.0, Solicitation Information. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

**7.2.2** When submitting questions, please specify the RFSQ section number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

## **7.3 Virtual Conference**

A Virtual Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Contractors. The conference is scheduled as follows:

Date: August 14, 2025

Time: 10:00 AM

For the event invitation link, please ensure you check the DCFS website at:

<http://contracts.dcfs.lacounty.gov>

## **7.4 Preparation and Format of the SOQ**

Each proposal submitted must be comprised of five (5) electronic files in Portable Document Format (PDF). The five electronic PDF files must be submitted via electronic mail (e-mail) to: [THPP-NMDRFSQ24-0091@dcfs.lacounty.gov](mailto:THPP-NMDRFSQ24-0091@dcfs.lacounty.gov) by the date and time listed in Section 1.0, Solicitation Information and Section 3.0, Minimum Mandatory Requirements.

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

Proposers must submit five (5) electronic PDF files in their proposal submission e-mail as follows:

- 1) Contractor's Qualifications (Section A)
- 2) Required Forms (Section B)

- 3) Proof of Insurability (Section C)
- 4) Corporate Documents (Section D)
- 5) Plan of Operations (Section E)

#### **7.4.1 Contractor's Qualifications (Section A)**

Demonstrate that the Contractor's organization has the experience to perform the required services. The following sections must be included:

##### **7.4.1.1 Contractor's Background and Experience (Section A.1)**

The Contractor must complete, sign and date the Exhibit 1 (Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms). The person signing the form must be authorized to sign on behalf of the Contractor and to bind the Contractor in a Contract. Provide a summary of relevant background information to demonstrate that the Contractor meets the minimum mandatory requirements stated in Paragraph 3.0 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

Additionally, Contractor must include a list containing all contracts for the last three (3) years where the same or similar scope of services was provided. Contractor's completed form Exhibit 7 (List of contracts), in Appendix B (Required Forms) must be provided in Section B (Required Forms) of Contractor's SOQ. Contractor may use additional sheets, if necessary.

Taking into account the structure of the Contractor's organization, Contractor must determine which of the below referenced supporting documents the County requires. If the Contractor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Contractor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Contractors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

#### **Required Support Documents:**

##### **Corporations or Limited Liability Company (LLC):**

The Contractor must submit the following documentation with the SOQ:

- 1) A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- 2) A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

**Limited Partnership:**

The Contractor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

**7.4.1.2 Contractor’s List of References (Section A.2)**

Contractor will be evaluated on the verification of references provided in Appendix B (Required Forms), Exhibit 8 (List of References). In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point awarded in this evaluation category.

Contractor must provide 3 references where the same or similar scope of services was provided to demonstrate that the Contractors meets the Minimum Mandatory Requirements identified in Paragraph 3.0 (Minimum Mandatory Requirements) of this RFSQ.

Additionally, Contractor must include all contracts for the last 3 years where the same or similar scope of services was provided. Contractor’s completed form Exhibit 8 (List of References) and Exhibit 7 List of Contracts), in Appendix B (Required Forms) must be provided in Section B (Required Forms) of Prospective Contractor’s SOQ.

It is the Contractor’s sole responsibility to ensure that information provided for each reference is accurate.

The County will e-mail an electronic survey to all references listed in Exhibit 8 (List of References) within 5-10 business days after the proposal submission deadline. Three (3) attempts will be made to reach a Contractor’s reference during the business hours of Monday through Friday, from 8:00 am to 5:00 p.m.

- a. The first attempt will be an e-mail with a questionnaire with due date for a response.

b. The second attempt will be a second e-mail reminding the reference contract of the e-mails sent previously.

c. The third attempt will be a phone call to the reference contact and a follow-up e-mail from the caller. If the reference contact is not reached after three (3) attempts, the reference contract will be considered non-responsive.

County may disqualify a Contractor if:

- 1) References fail to substantiate Contractor's description of the services provided; or
- 2) References fail to support that Contractor has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) The Department is unable to reach the point of contact with reasonable effort. It is the Contractor's responsibility to inform the point of contact of normal working hours.

#### **7.4.1.3 Contractor's Debarment History and List of Terminated Contracts (Section A.3)**

The County will conduct a review of Contractor's terminated contracts and debarment history. Contractor must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Contractor's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided as part of their SOQ.

#### **7.4.1.4 Contractor's Pending Litigation and Judgments (Section A.4)**

The County will conduct a review of Contractor's pending litigation and judgements. Contractor must identify by name, case and court jurisdiction any pending litigation in which Contractor is involved, or judgments against Contractor in the past five (5) years. Additionally, Contractor must provide a statement describing the size and scope of any pending or threatening litigation against the Contractor or principals of the Contractor.

### **7.4.2 Required Forms (Section B)**

Include all forms identified in Appendix B (Required Forms).

Exhibit 1      Organization Questionnaire/Affidavit

Exhibit 2      Certification of Compliance

Exhibit 3	Request for Preference Consideration
Exhibit 4	Debarment History and List of Terminated Contracts
Exhibit 5	Community Business Enterprise (CBE) Information
Exhibit 6	Minimum Mandatory Requirements
Exhibit 7	List of Contracts
Exhibit 8	List of References
Exhibit 9	Contribution and Agent Declaration
Exhibit 10	Intentionally Omitted
Exhibit 11	Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
Exhibit 12	Service Delivery Site
Exhibit 13	Current Members of Board of Directors/Other Agencies
Exhibit 14	Contractor's Certification of Compliance with Child, Spousal, And Family Support Orders
Exhibit 15	Line Item Budget and Narratives
Exhibit 16	Service Planning Area Preference Form
Exhibit 17	Certification of Fiscal Compliance
Exhibit 18	List of Commitments
Exhibit 19	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit 20	Involvement in Litigation And/or Contract Compliance Difficulties
Exhibit 21	Equal Employment Opportunity (EEO) Certification
Exhibit 22	Declaration

#### **7.4.3 Proof of Insurability (Section C)**

Contractor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Contract), Paragraphs 9.24 and 9.25. If a Contractor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Contractor be selected to receive a Contract award may be submitted with the SOQ.

#### **7.4.4 Corporate Documents - Proof of Licenses (Section D)**

Contractor must furnish a copy of all applicable licenses.

1. Certified Statement of Information

2. Internal Revenue Service Determination Letter
3. Franchise Tax Board Determination Letter
4. Board Resolution (on agency's letterhead)
5. Organizational Chart
6. Insurance Certificate
7. California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license
8. Rate Notification Letter from CDSS Foster Care Rates Bureau
9. Non-Profit Determination Letter
10. Certificate of Status from California Secretary of State

#### **7.4.5 Plan of Operations (Section E)**

Contractor's' 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. The Plan of Operations must be approved by DCFS. Appendix E - THPP-NMD Plan of Operation's Submission Guidelines: contains information for the licensed and unlicensed providers for the submission of the required Plan of Operation.

### **7.5 SOQ Submission**

SOQs must be submitted as follows:

- 7.5.1** SOQs must include a total of five (5) separate electronic PDF files for each submission. SOQs must be submitted by the date and time listed in Section 1.0 (Solicitation Information) via electronic mail (e-mail) as follows:

**To:** [THPP-NMDRFSQ24-0091@dcfs.lacounty.gov](mailto:THPP-NMDRFSQ24-0091@dcfs.lacounty.gov), as identified in Paragraph 1.0 (Solicitation Information)

**Subject:** SOQ for THPP-NMD RFSQ #24-0091, Agency's Name, File Name

- 7.5.1.1** SOQ files must state the title of the RFSQ (THPP-NMD RFSQ #24-0091), the Agency's Name, and file name. All proposals must be submitted via email in the prescribed format below:

- 7.5.1.2** Contractors must submit five (5) electronic PDF files in their SOQ submission email as follows:

- 1) Background and Experience
- 2) Required Forms
- 3) Proof of Insurability
- 4) Corporate Documents – Licenses
- 5) Plan of Operations

**7.5.1.3** Each page must be clearly and consecutively numbered within each electronic file.

**7.5.1.4** Contractors should plan for any delays or computer system failures and avoid submission of SOQs at minimum 30 minutes before the deadline. Any SOQs received at 12:01 pm on September 11, 2025, will be immediately rejected.

**7.5.1.5** Contractors must ensure that delivery of receipts are included with each of their emails when submitting their SOQs. Contractors must keep delivery receipts and acknowledgment emails from DCFS for their records.

**7.5.2** No hard copies delivered in person or facsimile (faxed) responses will be accepted. All SOQ documentation must be attached, not linked.

**7.5.3** The SOQ must be searchable in Adobe PDF format (Required Forms, Appendix B), with all confidential, proprietary, and trade secret information redacted, as part of the SOQ submission. Contractors must specifically redact only those parts of the SOQ that are actual trade secrets, confidential or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality or the marking of each page of the proposal as "Trade Secrets", "Confidential" or "Proprietary", are not acceptable, and will be rejected in the sole discretion of the County.

## **7.6 Acceptance of Terms and Conditions of Contract**

Contractors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix A (Contract).

## **7.7 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.

# **8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

## **8.1 Review Process**

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

### **8.1.1 Adherence to Minimum Mandatory Requirements**

County will review Exhibit 1 (Organization Questionnaire/Affidavit of Appendix B (Required Forms), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (List of Contracts), and Exhibit 8 (List of References), to determine if the Contractor meets the minimum mandatory requirements as outlined in Paragraph 3.0 of this RFSQ.

Failure of the Contractor to comply with the minimum mandatory requirements may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

#### **8.1.2 Contractor's Qualifications (Section A)**

County's review will include the following:

**8.1.2.1** Contractor's Background and Experience as provided in Section A.1, Paragraph 7.4.1.1 of the RFSQ.

**8.1.2.2** Contractor's References as provided in Section A. 2, Paragraph 7.4.1.2. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts, as provided in Section A.3, Paragraph 7.4.1.3 of this RFSQ.

**8.1.2.3** A review to determine the magnitude of any pending litigation or judgments against the Contractor as provided in Section A.4, Paragraph 7.4.1.4 of this RFSQ.

#### **8.1.3 Required Forms (Section B)**

All forms listed in Paragraph 7.4.2 (Required Forms) must be included in Section B of the SOQ.

#### **8.1.4 Proof of Insurability (Section C)**

Review the proof of insurability provided in Section C, Paragraph 7.4.3 of the RFSQ.

#### **8.1.5 Corporate Documents - Proof of Licenses (Section D)**

Review the proof of licenses provided in Section D, Paragraph 7.4.4 of the RFSQ.

#### **8.1.6 Plan of Operation (Section E)**

The Plan of Operation must be certified by DCFS, provided in Section E, Paragraph 7.4.5 of the RFSQ.

### **8.2 Selection/Qualification Process**

The Department will generally select Contractors that have experience in providing a broad range of Transitional Housing Placement Program for Non-Minor Dependents services. However, in order to ensure the Department has a varied pool of qualified Contractors, the Department may offer Contracts to Contractors that offer a narrow scope of services in more highly specialized areas.

### **8.3 Contract Award**

Contractors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be



recommended for a Contract if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Contract, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Contractor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Contract.

The Department will execute Board of Supervisors-authorized Contracts with each selected Contractor. All Contractors will be informed of the final selections.

## **9.0 PROTEST PROCESS OVERVIEW**

### **9.1 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review (SRR) Request) 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:

- 9.1.1** The request for a SRR is made within the time frame identified in the solicitation document. For this RFSQ, the SRR is due within 10 days by 5:00 PM, Pacific Daylight Time;
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
- 9.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts that either:
  - 9.1.4.1** application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - 9.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from Contractor.

The SRR will be completed, and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

### **9.2 Disqualification Review**

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

Upon receipt of the written determination of non-responsiveness, the Contractor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 9.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 9.2.2** The request for a Disqualification Review asserts that the Department's determination of disqualification due to 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.

The Disqualification Review must be completed, and the determination will be provided to the requesting Contractor, in writing, prior to the conclusion of the evaluation process.

## APPENDIX A



**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

Department of Children and Family Services

AND

Probation Department

AND

**(CONTRACTOR)**

**FOR TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR NON-  
MINOR DEPENDENTS (THPP-NMD) SERVICES  
ASSISTANCE LISTING #93.658**

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## EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Intentionally Omitted
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Auditor-Controller's Handbook
Exhibit E	Confidentiality Agreements: E1 Contractor Acknowledgement and Confidentiality Agreement E2 Contractor Employee Acknowledgment and Confidentiality Agreement E3 Contractor Non-Employee Acknowledgment and Confidentiality Agreement
Exhibit F	Information Security and Privacy Requirements
Exhibit G	Line Item Budget and Narrative
Exhibit H	User Complaint Report (UCR)
Exhibit I	County's Administration
Exhibit J	Contractor's Administration
Exhibit K	Confidentiality of CORI Information
Exhibit L	DCFS/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures
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Exhibit S	Service Delivery Site
Exhibit T	Foster Care Programs Cost Data Report
Exhibit U	Federal Award Information
Exhibit V	Semi-Annual Expenditure Report

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

This Contract made and entered into on this \_\_\_\_ day of, 20\_\_, by and between the County of Los Angeles, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Contractor."

**RECITALS**

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

WHEREAS, the contractor is a public governmental entity or non-profit social service organization founded for religious, charitable, or social welfare purposes and is tax exempt under 501 (c)(3) Internal Revenue Code, specializing in providing Transitional Housing Placement Program for Non-Minor Dependents; 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 that Contractor 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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A through W are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

### Exhibits:

Exhibit A	Statement of Work
Exhibit B	Intentionally Omitted
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Auditor-Controller's Handbook
Exhibit E	Confidentiality Agreements: E1 Contractor Acknowledgement and Confidentiality Agreement E2 Contractor Employee Acknowledgment and Confidentiality Agreement E3 Contractor Non-Employee Acknowledgment and Confidentiality Agreement
Exhibit F	Information Security and Privacy Requirements
Exhibit G	Line Item Budget and Narrative
Exhibit H	User Complaint Report (UCR)
Exhibit I	County's Administration
Exhibit J	Contractor's Administration
Exhibit K	Confidentiality of CORI Information
Exhibit L	DCFS/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit M	Charitable Contributions Certification
Exhibit N	Equal Employment Opportunity (EEO)
Exhibit O	California Department of Social Services Community Care Licensing
Exhibit P	Payment Resolution Notification
Exhibit Q	Rate Notification
Exhibit R	Internal Revenue Service Notice 1015
Exhibit S	Service Delivery Site
Exhibit T	Foster Care Programs Cost Data Report
Exhibit U	Federal Award Information
Exhibit V	Semi-Annual Expenditure Report

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 9.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Abuse:** 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.
- 2.1.2 Agency:** a licensee who has been County certified as a THPP-NMD provider.
- 2.1.3 Bathroom:** 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.
- 2.1.4 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.5 Budget:** 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.
- 2.1.6 California Department of Social Services (CDSS), Community Care Licensing Division (CCLD):** 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.
- 2.1.7 Case Plan/Case Plan Update:** 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.

- 2.1.8 Certified Employee:** 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).
- 2.1.9 Chief Probation Officer (CPO):** The County's Chief Probation Officer or successor.
- 2.1.10 Children's Health and Disability Prevention (CHDP) Program:** 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.
- 2.1.11 Children's Social Worker (CSW):** 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.
- 2.1.12 Contractor's Program Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.13 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.14 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.15 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative function of the Contract.
- 2.1.16 Contractor Program Director:** the individual designated by the Contractor who is responsible for managing all phases of the Contractor's

operations and interfacing with the County Program Manager relating to this Contract.

- 2.1.17 Corrective Action Plan:** a plan developed by the County Program Manager to meet deficiencies in the Contractor's THPP-NMD program identified by the County Program Manager.
- 2.1.18 County:** the County of Los Angeles and includes the Department of Children and Family Services, and the Probation Department.
- 2.1.19 Day or Days:** whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 2.1.20 DCFS:** County's Department of Children and Family Services.
- 2.1.21 Decertified Employee:** 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.
- 2.1.22 Deputy Probation Officer (DPO):** Probation Officer(s) employed by the Probation Department who manages caseloads of youth under the supervision and custody of the Probation Department.
- 2.1.23 Department:** The County of Los Angeles Department of Children and Family Services, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.24 Director:** Director of Department of Children and Family Services.
- 2.1.25 Extended Foster Care (EFC) –** 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.
- 2.1.26 Facility:** all components of the THPP-NMD facility including administrative functions and the operation of the THPP-NMD unit.
- 2.1.27 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>.
- 2.1.28 Good Standing:** 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.

- 2.1.29 Health and Education Passport Binder (HEP):** a binder that contains a summary of the THPP-NMD Participant's medical, psychological, and educational information.
- 2.1.30 Host Family:** 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.
- 2.1.31 Independent Living Program (ILP):** 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 Probation foster youth (Welfare and Institutions Code Sections 601 and 602) of the court to make the transition to independent living.
- 2.1.32 ILP Transition Coordinator (ILP TC):** 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.
- 2.1.33 Licensee:** the entity licensed by CDSS CCLD that has the authority and responsibility for the operation of the THPP-NMD facility for Non-Minor dependents.
- 2.1.34 Manual of Policies and Procedures (MPP):** 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).
- 2.1.35 Maximum Contract Sum:** the total amount to be paid under this Contract.
- 2.1.36 Monthly Allowance:** the portion of the rate paid by the provider to each foster Participant participating in THPP-NMD.
- 2.1.37 Neglect:** 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.
- 2.1.38 Non-Minor Dependent:** a foster or probation foster youth who meets the criteria for participation in EFC.

- 2.1.39 One-Stop Career Center (One-Stop):** 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](http://www.laworkforce.org).
- 2.1.40 Participant:** a person who partakes of the services the Contractor is obligated to perform for County under this contract.
- 2.1.41 Permanent Adult Connection (PAC):** the person(s) a Participant has established a relationship with that is life-long and provides reliable support to the Participant.
- 2.1.42 Probation:** County's Probation Department.
- 2.1.43 Program:** the work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.1.44 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed in the RFSQ, and has an executed Contract with the Department.
- 2.1.45 Quality Assurance Plan:** 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.
- 2.1.46 Request for Statement of Qualification (RFSQ):** A solicitation base on establishing a pool of Qualified Vendors to provide services through contract.
- 2.1.47 Remote Site Model (Also known as Scattered Site Model):** a single housing unit where the THPP-NMD Participants lives independently and where licenses staff do not live in the same building as the participants.
- 2.1.48 Service Planning Area (SPA):** 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.
- 2.1.49 Single Site (Also known as Staffed Site):** 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.



- 2.1.50 State:** the government of California.
- 2.1.51 Statement of Qualification (SOQ):** A Contractor's response to and RFSQ.
- 2.1.52 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.53 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.54 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.55 Technical Review:** a County evaluation of a Contractor's THPP-NMD program to ensure effective implementation and Contract compliance.
- 2.1.56 THPP-NMD Participant Record Folder (TPRF):** 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.
- 2.1.57 Transitional Housing Placement Program for Non-Minor Dependents Participant:** a foster or probation foster youth placed in a THPP-NMD Unit who also may be referred to as "Participant."
- 2.1.58 Transitional Housing Placement Program for Non-Minor Dependents Staff Residential Unit (THPP-NMD Staff Residential Unit):** 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).
- 2.1.59 Transitional Housing Placement Program for Non-Minor Dependents Unit:** the residence where the THPP-NMD Participant(s) resides, and may also be referred to as "Unit."
- 2.1.60 Transitional Independent Living Plan (TILP):** 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 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverable, goods, service, or other work other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

### **4.0 PLAN OF OPERATIONS**

Contractor has submitted a Plan of Operation which has received a letter of approval from the County and written approval from both the 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. Additionally, Contractor may 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 and provide approval of such changes to Contractor in writing.

All proposed changes are subject to review for full compliance with all applicable Federal, State, and Local Laws and must meet contract requirements. All updates to Plan of Operations must be approved by the County and Community Care Licensing prior to implementation in writing.

### **5.0 TERM OF CONTRACT**

- 5.1 The term of this Contract will be one (1) year commencing after execution by the DCFS Director and CPO or their designees, or July 1, 2026, whichever is later, unless sooner extended or terminated, in whole or in part, as provided in this Contract.
- 5.2 The County will have the sole option to extend the Contract term for up to two (2) additional one (1) year periods for a maximum total Contract term of three (3) years. Each such extension option may be exercised at the sole discretion of the DCFS Director and the CPO, or their designees as authorized by the Board of Supervisors.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes,

including determining whether the County will exercise a Contract term extension option.

- 5.3 The Contractor must notify Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the DCFS at the address herein provided in Exhibit I (County's Administration).
- 5.4 The term of this Contract may also be extended by the DCFS Director and the Chief Probation Officer by written notice to the Contractor for a period of six (6) months beyond stated expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new contract.

## **6.0 CONTRACT SUM**

### **6.1 Total Contract Sum**

- 6.1.1 County and Contractor agree that in the event of State of California fails to pay the County for THPP-NMD services provided by the Contractor, the County is not financially liable to the Contractor.
- 6.1.2 County and Contractor agree that the payments referenced in this Contract are based on rates established by the California Department of Social Services, Foster Care Rates Bureau. County and Contractor agree that this is a firm-fixed price contract. Contract amount shall not exceed the Maximum Contract Sum. During the term of this contract, County shall compensate Contractor for the services set forth in Exhibit A, Statement of Work based on the number of THPP-NMD Participants.
- 6.1.3 The Contractor shall not exceed the maximum capacity of \_\_\_\_ THPP-NMD Participants per month (based on full-month placement).

### **6.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. 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, will occur only with the County's express prior written approval.

### **6.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy five percent (75%) of the total contract sum under this contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit I (County's Administration).

#### **6.4 No Payment for Services Provided Following Expiration/Termination of Contract**

Contractor will have no claim against County for 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 it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from Contractor.

#### **6.5 Invoices and Payments**

- 6.5.1 The Contractor must invoice the County, utilizing Exhibit P – Invoice for Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Services, only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- 6.5.2 The Contractor's invoices must be priced in accordance with Exhibit G (Line Item Budget and Narrative). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 6.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, good, services, work hours and facility and/or other work for which payment is claimed.
- 6.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 6.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles  
Department of Children and Family Services  
510 South Vermont Avenue, 14th Floor  
Los Angeles, CA 90020  
Attention: Accounting Services, Accounting Section

#### **6.6 Invoices and Payments (Rate Letter)**

The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau THPP-

NMD authorization for payment with AFDC-FC funds throughout the term of the Contract. A copy of the current rate letter shall be included as Exhibit Q in this Contract. COUNTY shall pay CONTRACTOR for each Placed Child the monthly THPP-NMD Rates established by the CDSS, Foster Care Funding and Rates Bureau.

- 6.6.1 COUNTY no longer requires CONTRACTOR to provide a voucher as a condition of payment; however, when a NMD leaves the placement, CONTRACTOR shall report the stop date on FCSS. The stop date can also be reported by returning the voucher with the date as instructed on it. Failure to report a stop date to COUNTY may result in an overpayment.

Written correspondence and/or vouchers for DCFS can be sent to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Revenue Enhancement Division  
Vendor Voucher Validation Unit  
P.O. Box 368  
Glendora, CA 91740-0368

- 6.6.2 Placements lasting less than a full month shall be prorated. Payment 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 the CSW's agreement to pay for the open bed in the Placed NMD's record and shall request an email confirmation from the County Worker. COUNTY will not pay for an open bed for a period in excess of seven (7) Days.

Should CONTRACTOR, after having an NMD admitted to a psychiatric or medical hospital, unilaterally decide not to take the NMD back, all foster payments made to CONTRACTOR to keep the space available for that Placed NMD shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.

- 6.6.3 COUNTY shall mail to CONTRACTOR the amount due by the 15<sup>th</sup> of the month following the month Services were provided, except retroactive, partial, and supplemental payments to CONTRACTOR, which shall be paid through the supplemental payment system. COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 through 45.303.5, inclusive.

Questions regarding payment should be directed to the Foster Care Hotline at (800) 697-4444.

- 6.6.4 CONTRACTOR shall notify COUNTY, within thirty (30) Days of the receipt of

any payment that is incorrect. In cases where the FCSS is not working properly, CONTRACTOR shall notify the COUNTY by completing the Payment Resolution Notification Form (COV 71) (Exhibit N) and emailing it to [cov71@dcfs.lacounty.gov](mailto:cov71@dcfs.lacounty.gov). Interest charges may be assessed from the 30<sup>th</sup> 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. Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306 inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

- 6.6.5 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 thirty (30) Days of written notice of payment resolution to CONTRACTOR.
- 6.6.6 If COUNTY identifies an Overpayment, governed by MPP Sections 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP Sections 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP Section 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP Section 45-305.2.231 (a) – (d).

## **6.7 Excess Payments**

- 6.7.1 In the event that COUNTY identifies an excess payment made to CONTRACTOR, including but not limited to, excess payments for clothing allowance, or any other excess funds issued by COUNTY on behalf of Placed NMD 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. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute a Contract to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

County of Los Angeles  
Department of Children and Family Services  
Administrative Services Manager III  
Fiscal Operations Division  
Special Payments Section  
510 S. Vermont Avenue  
Los Angeles, CA 90020

- 6.7.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR will notify COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above (Exhibit P, Overpayment Policy).
- 6.7.3 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice. COUNTY may pause Intake.
- 6.7.4 Except as limited in Part I, Section 7.0 - Invoices and Payments, Sub-sections 7.9.4, 7.10, and 20.8, CONTRACTOR may appeal the final decision pursuant to Part I, Section 20.0 Dispute Resolution Procedures.

## **6.8 Overpayments**

- 6.8.1 In the event that COUNTY or CONTRACTOR discovers a payment made to CONTRACTOR which can be defined as an Overpayment, including but not limited to vouchers setting forth dates a child was not in placement but, for which CONTRACTOR was paid, during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP Sections 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.
- 6.8.2 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 Sections 45-305.2.21 through 45-305.23.231 (a)-(b).
- 6.8.3 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP Section 45-305.3 and Overpayment recoupment actions required by MPP Section 45-304.3.
- 6.8.4 CONTRACTOR may request an informal hearing, a State fair hearing, or both, as provided pursuant to MPP Sections 45-306.1 through .3, inclusive.

- 6.8.5 CONTRACTOR shall have thirty (30) days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP Sections 45-306.1 through .2, inclusive.
- 6.8.6 CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) days from the date COUNTY mailed the State Form Notice of Action 1261.
- 6.8.7 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 a written decision letter for the informal hearing is mailed, that CONTRACTOR withdraws their request for an informal hearing, or that CONTRACTOR does not appear at the informal hearing, whichever is earlier.
- 6.8.8 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 Sections 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.
- 6.8.9 In the event CONTRACTOR does not return an Overpayment, governed by MPP Sections 45-304 through 45-306 either under the terms of a voluntary agreement pursuant to MPP Sections 45-305.2.23 - 45-305.2.24 or 45-304.124 or under the terms of an involuntary repayment agreement after exhaustion of due process pursuant to MPP Sections 45-304 through 45-306 and 11-402.66, inclusive, in favor of the COUNTY, COUNTY may place a DNR/DNU/HOLD under Section 17.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. County shall provide a written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least fifteen (15) days in advance.
- 6.8.10 In matters involving overpayments, governed by MPP Sections 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 Sections 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forgo 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.
- 6.8.11 CONTRACTOR must comply with the required time periods to request a formal or informal hearing. Contractors' failure to timely request a formal or informal hearing as set forth in MPP Sections 45-306.1 through 45-306.3 will



result in the collection by COUNTY pursuant to MPP Sections 45-304 through 45-305 and 11-402.66.

6.8.12 For overpayments governed by MPP Sections 45-304 through 45-306 CONTRACTOR shall submit payment after exhaustion of due process in favor of COUNTY, and which results in identification of the Overpayment, as defined in MPP Section 45-304.5.52, CONTRACTOR shall submit repayment in conformity with the priority of repayment, including lump sum repayment, voluntary repayment terms or involuntary repayment terms, as set forth in MPP Sections 45-305.2 and 45-305.3, inclusive, including referenced directions on methods of voluntary and involuntary collection and interest collection. Further, COUNTY may employ and implement CONTRACT actions as set forth in Part I, Sections 17.0 and 20.0 of this Contract.

6.8.13 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by governing MPP Sections 45-305.3.331 (a) and (b), 45-305.3.332, and 45-305.3.34, or by any other applicable law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.

6.8.14 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it 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. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a Certified THPP-NMD following termination of this Contract, COUNTY will pay based upon the THPP-NMD Rates.

## **6.9 Method of Payment and Required Information**

6.9.1 The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

6.9.2 Upon contract award and at the request of the A-C or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor or any other payee that the Contractor

designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number (TIN), a working email address capable of receiving remittance advices and other payment related correspondence, 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.

- 6.9.3 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. Upon contract award or at any time during the duration of this 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.
- 6.9.4 All notices will be sent in accordance with THPP-NMD contract Part I, Unique Terms and Conditions, Section 9.3.4 Notices.

#### **6.10 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 6.10.1 Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month in which the services were rendered. Any invoices submitted more than thirty (30) after the last of the month the services were rendered shall constitute as "past due invoice". Past due invoices must be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding, any other provision of this Contract, Contractor and County agree that the County will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this contract. These same time frames will also apply to the submission of the Contractor's final invoice.
- 6.10.2 Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract

must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.

- 6.10.3 Payments 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 expressly authorized by this Contract.
- 6.10.4 In compliance with the Internal Revenue Services (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor Controller.
- 6.10.5 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments, which exceed the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 6.10.6 Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year and Contractor agrees that the County had no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract Sum for said Contract year.
- 6.10.7 Suspension and Withholding of Payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County in a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 6.10.8 County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 6.10.9 Contractor must have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any

incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

- 6.10.10 Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit G – Contractor's Line Item Budget and Budget Narrative. The line items must 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 will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or reallocation of the Budget, or a material change to the Scope of Work, Contractor must amend the Budget consistent with the changes and submit the Budget to the County Program Manager for approval.
- 6.10.11 Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent (5%) of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies, expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor must notify the County of such a change within 30 days of that change taking effect. Contractor must request County's approval in writing for Line Item Budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions must not result in any increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.
- 6.10.12 Contractor must limit administrative and indirect costs to ten percent (10%) of the total expenditures of the contract funds.
- 6.10.13 County will prorate the payment for THPP-NMD participants that are served for less than a full month. The pro rata payment will be calculated by multiplying the monthly rate by a fraction, where the number of days the THPP-NMD participants were actually served is the numerator and the number of days in the invoiced month is the denominator. Payment must commence as the admission date and end on the termination effective date.

## **6.11 Preference Program Enterprises – Prompt Payment Program**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

## **6.12 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 6.12.1 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 6.12.2 The Contractor must 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.
- 6.12.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 6.12.4 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), will decide whether to approve exemption requests.

#### **6.13 Funding for the Contract**

6.13.1 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.

6.13.2 Failure to maintain eligibility for payment from AFDC-FC funding sources is a material breach.

### **7.0 ADMINISTRATION OF CONTRACT – COUNTY**

#### **7.1 County's Administration**

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit I (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

#### **7.2 County's Program Director**

The County's Program Director, or designee, is the approving authority for individual Work Order solicitations and executions.

#### **7.3 County's Program Manager**

The County's Program Manager is County's chief contact person with respect to the day-to-day administration of this Contract. The County's Project Manager will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

#### **7.4 County's Program Monitor**

The role of the County's Program Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Program Monitor reports to the County's Program Manager.

### **8.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **8.1 Contractor's Program Manager**

- 8.1.1 Contractor's Program Manager is designated in Exhibit J (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 8.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Contract and will coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

#### **8.2 Contractor's Authorized Official(s)**

- 8.2.1 Contractor's Authorized Official(s) are designated in Exhibit J (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 8.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

#### **8.3 Pre-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 Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

#### **8.4 Contractor's Staff Identification**

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

#### **8.5 Background and Security Investigations**

- 8.5.1 Each of Contractor's staff and volunteers performing services under this Contract must undergo a criminal clearance with subsequent arrest notification, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will

not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 8.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 8.5.3 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving 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 the 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.
- 8.5.4 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 8.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.6 Confidentiality**

- 8.6.1 Contractor must 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.
- 8.6.2 Contractor must 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 Paragraph 8.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 will be conducted by

Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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.

- 8.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 8.6.4 Contractor must sign and adhere to the provisions of the Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement).
- 8.6.5 Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit E2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 8.6.6 Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit E3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 8.6.7 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 (including those of any subcontractor involved in the relationship) 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 back/crack that gains access to and some control over computer.

## **9.0 STANDARD TERMS AND CONDITIONS**

### **9.1 Amendments**

- 9.1.1 For any change which affects the scope work, contract term, contract sum, payments or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and the DCFS Director and the CPO, or their designees.



- 9.1.2 The County's Board 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 or Chief Executive Officer. To implement such orders, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director and CPO, or their designees.
- 9.1.3 The DCFS Director and CPO, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 5.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director and CPO or their designees.

## **9.2 Assignment and Delegation/Mergers or Acquisitions**

- 9.2.1 The Contractor must 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.
- 9.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 9.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **9.3 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.

### **9.4 Complaints**

The Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 9.4.1 Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 9.4.2 The Contractor must use the User Complaint Report (Exhibit H).
- 9.4.3 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 9.4.4 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 9.4.5 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 9.4.6 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 9.4.7 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 9.4.8 Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

### **9.5 Budget Reductions**

In the event that the County's Board 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

## **9.6 Compliance with Applicable Laws**

- 9.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 9.6.2 Contractor must 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 Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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.

## **9.7 Compliance with Civil Rights Laws**

The 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 will, 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. Additionally, Contractor certifies to the County:

- 9.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 9.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

- 9.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 9.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **9.8 Compliance with County's Jury Service Program**

- 9.8.1 Jury Service Program: This Contract is subject to the provisions of the County's 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](#).
- 9.8.2 Written Employee Jury Service Policy
- 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 must have and adhere to a written policy that provides that its Employees will 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 this Paragraph, "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 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 the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the 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.
- 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 and/or bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## **9.9 Conflict of Interest**

- 9.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 9.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Contract.

#### **9.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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 re-employment list during the life of this Contract.

#### **9.11 Consideration of Hiring GAIN/START Participants**

9.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto:bservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

9.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

#### **9.12 Contractor Responsibility and Debarment**

##### **9.12.1 Responsible Contractor**

A responsible Contractor is a Contractor 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.

##### **9.12.2 Chapter 2.202 of the County Code**

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 this 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.

### **9.12.3 Non-responsible Contractor**

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.

### **9.12.4 Contractor Hearing Board**

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.

- 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 (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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **9.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County Contractors.

#### **9.13 Contractor's Acknowledgement of County's Commitment to 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 Exhibit C, 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 and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

#### **9.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

- 9.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or 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.

- 9.14.2 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 will during the term of this Contract maintain 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 will 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).

### **9.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and the 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.

### **9.16 Employment Eligibility Verification**

- 9.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the 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. The Contractor must 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. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 9.16.2 The Contractor must 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 any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **9.17 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will 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 Paragraph 8.1 (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.

### **9.18 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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.

### **9.19 Force Majeure**

- 9.19.1 Neither party will 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").
- 9.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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 Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 9.19.3 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.

## **9.20 Governing Law, Jurisdiction, and Venue**

This Contract will 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 will be exclusively in the County of Los Angeles.

## **9.21 Independent Contractor Status**

- 9.21.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 9.21.2 The Contractor will 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 will 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.
- 9.21.3 The 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 will 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.
- 9.21.4 The Contractor must adhere to the provisions stated in Paragraph 8.6 (Confidentiality).

## **9.22 Indemnification**

The Contractor must 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.

## **9.23 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met,

Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 9.24 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.

**9.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must 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 must match the name of the Contractor identified as the contracting party in this Contract. Certificates must 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), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration Division  
[Contractorinsurance@dcfs.lacounty.gov](mailto:Contractorinsurance@dcfs.lacounty.gov)

- Contractor also must 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 must 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.

#### **9.23.2 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) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must 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 must 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.

#### **9.23.3 Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must 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.

#### **9.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will 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.

**9.23.5 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**9.23.6 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

**9.23.7 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**9.23.8 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

**9.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will 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 must be executed by a corporate surety licensed to transact business in the State of California.

**9.23.10 Claims Made Coverage**

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

#### **9.23.11 Application of Excess Liability Coverage**

Contractors 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.

#### **9.23.12 Separation of Insureds**

All liability policies must 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.

#### **9.23.13 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 must be designated as an Additional Covered Party under any approved program.

#### **9.23.14 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.

### **9.24 Insurance Coverage**

#### **9.24.1 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

#### **9.24.2 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 must 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.

#### **9.24.3 Workers Compensation and Employers’ 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 must 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. The written notice must 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. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **9.24.4 Unique Insurance Coverage**

- **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 a sexual nature.

- **Professional Liability/Errors and Omissions**

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 must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's



liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

## **9.25 Liquidated Damages**

**9.25.1** If, in the judgment of the DCFS Director and the CPO, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DCFS Director and CPO, or their designee, at their 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 DCFS Director and CPO, or their designee, in a written notice describing the reasons for said action.

**9.25.2** If the DCFS Director and CPO determines that there are deficiencies in the performance of this Contract that the DCFS Director and CPO or their designee, deems are correctable by the Contractor over a certain time span, the DCFS Director and CPO or their designee, 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 DCFS Director and CPO 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 will be agreed upon at such time and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will 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.

**9.25.3** The action noted in Paragraph 9.26.2 will 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.

**9.25.4** This paragraph will 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 Paragraph 9.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

#### **9.26 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 will be immediately extended to the County.

#### **9.27 Nondiscrimination and Affirmative Action**

**9.27.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

**9.27.2** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

**9.27.3** The Contractor must 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 must 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.

**9.27.4** The 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.

**9.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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.

**9.27.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 9.28 when so requested by the County.

**9.27.7** If the County finds that any provisions of this Paragraph 9.28 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**9.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, 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.

## **9.28 Non Exclusivity**

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

## **9.29 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **9.30 Notice of Disputes**

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the DCFS Director and CPO or designees will resolve it.

## **9.31 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **9.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit C, Safely Surrendered Baby Law of this Contract. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

### **9.33 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits I (County's Administration) and J (Contractor's Administration). Addresses may be changed by either party contractor's giving ten (10) days' prior written notice thereof to the other party. The DCFS Director and CPO or their designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **9.34 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

### **9.35 Public Records Act**

**9.35.1** 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 Paragraph 9.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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 issued by a court of competent jurisdiction.

**9.35.2** 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 an SOQ 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.

### **9.36 Publicity**

**9.36.1** The Contractor must 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 will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor must not, and will 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 will not unreasonably withhold written consent.

**9.36.2** 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 Paragraph 9.37 (Publicity) will apply.

### **9.37 Record Retention and Inspection-Audit Settlement**

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County’s option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**9.37.1** 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 must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

**9.37.2** Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**9.37.3** If, at any time during the term of this Contract or within after the expiration or termination of this Contract, representatives of the County may 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 will 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **9.38 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.

### **9.39 Subcontracting**

**9.39.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**9.39.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**9.39.3** The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

- 9.39.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 9.39.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 9.39.6** The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 9.39.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 9.39.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration Division  
[Contractorinsurance@dcfs.lacounty.gov](mailto:Contractorinsurance@dcfs.lacounty.gov)

before any subcontractor employee may perform any work hereunder.

**9.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 9.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 9.43 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

**9.41 Termination for Convenience**

- 9.41.1** County may terminate this Contract, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will be no less than ten (10) days after the notice is sent.

9.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

9.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract or Work Order must be maintained by the Contractor in accordance with Paragraph 9.38 (Record Retention and Inspection/Audit Settlement).

#### **9.42 Termination for Default**

9.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued 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.

9.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 9.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

9.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 9.43.2 if its failure to perform this Contract, including any Work Order issued hereunder, 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 will 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 Paragraph 9.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 9.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 9.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 9.43, or that the default was excusable under the provisions of Paragraph 9.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 9.42 (Termination for Convenience).
- 9.42.5 The rights and remedies of the County provided in this Paragraph 9.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **9.43 Termination for Improper Consideration**

- 9.43.1 The County may, by written notice to the 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 the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 9.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 9.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **9.44 Termination for Insolvency**

9.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

9.44.2 The rights and remedies of the County provided in this Paragraph 9.45 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **9.45 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **9.46 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County will 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **9.47 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 will not be affected thereby.

#### **9.48 Waiver**

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 9.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **9.49 Warranty Against Contingent Fees**

9.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement 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.

9.49.2 For breach of this warranty, the County will 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.

#### **9.50 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 Contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

#### **9.51 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 Paragraph 9.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **9.52 Time off For Voting**

The Contractor must notify its employees, and must 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 must 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](#).

#### **9.53 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will 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.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **9.54 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, 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.

#### **9.55 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.

#### **9.56 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 will result in the disqualification of the Contractor/Proposer from

participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### **9.57 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 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.

#### **9.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than **\$500 to a County officer for twelve (12) months after the date of the final** decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

### **10.0 UNIQUE TERMS AND CONDITIONS**

#### **10.1 Social Enterprise (SE) Preference Program**

- 10.1.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#)
- 10.1.2 Contractor must 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 SE.
- 10.1.3 Contractor must 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 SE.
- 10.1.4 If Contractor has obtained County certification as a SE 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, Contractor will:
  - 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;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Contract award.

## **10.2 Former Foster Youth Consideration**

- 10.2.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor must give consideration (after County employees and GAIN/START participants as described in Section 9.11) for any such position(s) to qualified former foster youth. Contractor must notify of any new vacant position(s) within Contractor's firm by sending via U.S. mail or email, 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  
 1933 South Broadway, 6<sup>th</sup> Floor  
 Los Angeles, CA 90007  
[youthds@dcfs.lacounty.gov](mailto:youthds@dcfs.lacounty.gov)

- 10.2.2 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) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 10.2.3 Contractor is exempt from the provisions of this Section if it is a governmental entity.

## **10.3 Use of Funds**

- 10.3.1** All uses of funds paid to Contractor and other financial related to Contractor's provision of services under this Contract are subject to review and/or audit by DCFS, County's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, must pay to County the full amount of Contractor's liability for such audit exceptions as determined by DCFS, upon demand by County.

- 10.3.2** Contractor must be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 10.3.3** Contractor must use THPP-NMD funds paid to and Expanded by Contractor only for the care and Services of THPP-NMD participants, in order to maintain the standards of care and services consistent with the Statement of Work and THPP-NMD payments received. By August 1 of each year, Contractor must submit to County a cost allocation plan, which provides for the reasonable allocation of Contractor's Expenditure for the then current fiscal year. Contractors cost allocation plan must be developed in accordance with the principles included in OMB circular A-122 and Auditor-Controller Contract Accounting and Administration Handbook (Exhibit D).
- 10.3.4** Contractor must Expend THPP-NMD funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in the Contract, for THPP-NMD participants. The determination of reasonable and allowable Expenditures must be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller's Handbook (Exhibit D). 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 und is subject to the provisions outlined in Paragraph 9.0: Standard Terms and Conditions, Section 9.31, Notice of Disputes.
- 10.3.5** 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 must have the right to audit any and all use of THPP-NMDs 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.
- 10.3.6** Total accumulated unexpended funds (TAUF) must include (1) Contractor's un-Expended funds; and (2) Contractor's accumulated unexpended THPP-NMD funds received from County between July 1, 2026 through the expiration date of the most recently completed Contract term. If facts suggest the possibility of fraud or significant abuse, County reserves the right to review uses of unexpended funds accumulated in periods prior to July 1, 2026. Contractor's TAUF must be reflected on its Semi-Annual Expenditure Report (Exhibit V).
- 10.3.7** 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, 2026 exceeds the TAUF Ceiling, Contractor must return to County a Cashier's check with the Semi-Annual Report to:

County of Los Angeles  
Department of Children and Family Services  
Attn: Accounting Division, Contract Accounting Services  
510 S. Vermont Ave., 14th Floor  
Los Angeles, CA 90020

#### **10.4 Federal Award Information**

Title 2, Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.332, requires the County to provide Contractors with the details of every federal award and sub-award, as referenced on Exhibit U, Federal Award Information.

Payment for this Contract will be with 21% federal funds.

#### **10.5 Contractor Accounting and Financial Reporting**

10.5.1 Contractor must establish and maintain an accounting system, including internal controls and financial reporting, which must meet the minimum requirements for Contract Accounting as described in Exhibit D, Auditor-Controller Contract Accounting and Administration Handbook.

10.5.2 Contractor must maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

#### **10.6 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.

#### **10.7 Child Abuse Prevention Reporting**

10.7.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline at 1-800-540-4000 or the Child Abuse Reporting Electronic System at <https://reportchildabusela.org> whenever Contractor reasonably suspects that a child has been a victim of abuse or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

10.7.2 Contractor must 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 must include:



- 10.7.2.1 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.
- 10.7.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- 10.7.2.3 The assurance that all employees of Contractor and subcontractors understand that the safety of the child is always the first priority.

## **10.8 Conduct of Program**

Contractor must abide by all terms and conditions imposed and required by this Contract and must 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, report and evaluation requirements, will be a breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **10.9 Employee Benefits and Taxes**

- 10.9.1 Contractor must be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 10.9.2 County will 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.

## **10.10 Capital Assets**

Title to all capital assets purchased with County funds designated by the County for that purpose under this Contract must remain with County. A "Capital Asset" is defined hereunder as an equipment costing Ten Thousand Dollars (\$10,000) or more, with a useful life of more than one year. Such assets must be maintained and repaired by Contractor during the term of this Contract. Contractor must provide an accounting of such assets at the termination or expiration of this Contract and must deliver same to County upon County's written request. Contractor must have an 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.

## **10.11 Shred Documents**

- 10.11.1 Contractor must ensure that all confidential documents and papers, as defined under state law (include, 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.

10.11.2 Documents for record and retention purposes in accordance with Subsection 9.38 (Record Retention and Inspection-Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

## **10.12 Use of Funds**

All uses of funds paid to Contractor and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DCFS, County's Auditor-Controller or its designee, and the State of California. In the event of Contract is subject to audit exceptions, Contractor must pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.

## **10.13 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 10.13.2, 10.13.3, and 10.13.4 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 L, DCFS/Probation THP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

### **10.13.1 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 L, DCFS/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

### **10.13.2 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 10.15.1, and as further described in Exhibit L, DCFS/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

#### **10.13.3 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, is issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate) pursuant to Subsection 10.13.1, and as further described in Exhibit L, 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 L, 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 L, DCFS/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

#### **10.13.4 Do Not Use Status**

Notwithstanding any other provision of this Contract, County retains the right to remove or cause to be removed any or all Placed Children from the Contractor's care by placing Contractor on Do Not Use Status (DNU Status), when County reasonably believes, in its sole discretion, based upon prima facie evidence that the Contractor has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with

significant administrative/fiscal/pro Contractor grammatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate) pursuant to Subsection 10.13.1, and as further described in Exhibit L, 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 L, DCFS/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

#### **10.13.5 Notice Requirements**

**10.13.5.1** 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.

**10.13.5.2** 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 L) 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 L, DCFS/Probation THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures).

#### **10.13.6 Disagreement with Decision**

Contractor may challenge the County action in accordance with DCFS local agency policies and procedures then in effect, and thereafter, Contractor may appeal through the dispute resolution procedures described in Section 9.31, Notice of Disputes.

#### **10.13.7 Termination Status**

Nothing herein shall preclude the County from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either County or Contractor terminates this Contract for convenience or for default. County will suspend referrals of NMDs to Contractor and remove, Contractor 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.

#### **10.14 State Energy Conservation Plan**

Contractor must be in compliance with the mandatory standards and policies related to energy efficiency in the State Conservation Plan (Title24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h), Section 508 of the Clear Water Act (33 USC 1386), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFS Part 15).

#### **10.15 Confidentiality Requirements for Probation**

**10.15.1** 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.

**10.15.2** Contractor's employees must be given copies of all cited code sections and Confidentiality of CORI Information (Exhibit L) to sign regarding confidentiality of the information in the juvenile records. Copies of the form must be sent to County Program Manager (Probation) within five (5) business days of start of employment.

**10.15.3** 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 (including those of any subcontractor involved in the Relationship) 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.

### **11.0 Survival**

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 6.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 8.6	Confidentiality
Paragraph 9.1	Amendments

Paragraph 9.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 9.6	Compliance with Applicable Laws
Paragraph 9.18	Fair Labor Standards
Paragraph 9.19	Force Majeure
Paragraph 9.20	Governing Law, Jurisdiction, and Venue
Paragraph 9.22	Indemnification
Paragraph 9.23	General Provisions for all Insurance Coverage
Paragraph 9.24	Insurance Coverage
Paragraph 9.33	Notices
Paragraph 9.37	Record Retention and Inspection/Audit Settlement
Paragraph 9.41	Termination for Convenience
Paragraph 9.42	Termination for Default
Paragraph 9.47	Validity
Paragraph 9.48	Wavier
Paragraph 9.56	Prohibition from Participation in Future Solicitation(s)
Paragraph 9.58	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 11.0	Survival

**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 contract 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: \_\_\_\_\_  
Brandon T. Nichols, Director  
Department of Children  
and Family Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Guillermo Viera Rosa  
Chief Probation Officer  
Probation Department

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF County COUNSEL  
Dawyn R. Harrison, County Counsel

BY \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

**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 participation conditions (Exhibit A-41) 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 foster youth and former probation foster youth 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 21<sup>st</sup> 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](http://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 15<sup>th</sup>, April 15<sup>th</sup>, Jul 15<sup>th</sup> and Oct 15<sup>th</sup>), 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, regardless of gender or sex identification on placement documents.
- 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 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).
  - 5.8.7.4 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.

- 5.8.7.5 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.
- 5.8.7.6 No bedroom shall be used as a general passageway to another room.
- 5.8.7.7 No more than two THPP-NMD Participants, including minor children placed with NMDs, shall occupy a bedroom.
- 5.8.7.8 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, Safety, and Temperature

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.
- 5.9.2.7 Unless they are being used for a “genuine security purpose”, the use of video cameras inside the THPP-NMD units is discouraged. However, if used, Contractor shall follow the guidelines in ACL 24-50 (Exhibit A-42) regarding the use of video cameras, and provide an acknowledgement letter to each participant.
  - 5.9.2.7.1 The placement of video cameras must not violate the personal rights of participants or their visitors to have private visits and communication.
  - 5.9.2.7.2 Contractor must notify participants and visitors of the location of all video cameras, and advised if the exterior cameras are audio enabled.
  - 5.9.2.7.3 Video cameras are prohibited from being placed in private locations, including bathrooms, bedrooms, and designated visiting areas.

### 5.9.3 Temperature

Contractor shall provide THPP-NMD units that are equipped with functional heating and cooling capabilities, where the participant has access to temperature controls, and the ability to set temperature at a comfortable level. Consideration shall be given to the age, condition and location of each THPP-

NMD unit, temperature trends, and the location(s) of heating and cooling devices.

#### 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 personal 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 THPP-NMD unit with a new set of dishware for a minimum of four people.

5.10.8 Contractor shall provide the THPP-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, 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 Participant 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, box spring, or platform bed with a mattress support (if needed), 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 personal 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

Master's Degree or higher from an accredited or state-approved graduate school, or equivalent education and experience, as determined by the department 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) An area that includes the counseling or psychotherapy content required for licensure as a Licensed Professional Clinical Counselor, as specified in Sections 4999.32 and 4999.33 of the Business and Professions Code; or
- 8) A subject area that is functionally equivalent to those listed above

AND

A minimum of two 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.

Staff who were hired as program administrators prior to January 1, 2018, shall not be required to meet the requirements of this subdivision in order to remain employed as program managers.

6.1.1.3.1 Contractor may apply to CCLD to request an exception to the requirements stated above.

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:

- Social work or social welfare
- Marriage, family and child counseling
- Child psychology, child development
- Counseling psychology, social psychology
- Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professions Code
- Education with a counseling emphasis; or
- 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 Contractors 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

Baccalaureate Degree from an accredited or State approved school from 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,
- 6) Education, with an emphasis on counseling;
- 7) An area that includes the counseling or psychotherapy content required for licensure as a Licensed Professional Clinical Counselor, as specified in Sections 4999.32 and 4999.33 of the Business and Professions Code; or
- 8) baccalaureate Degree functionally equivalent to those listed above; or
- 9) A baccalaureate degree in an area not listed above, AND two 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 may apply to CCLD to request an exception to the requirements stated above.

6.1.3.7.1 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, ACES (Adverse Childhood Experience Score)
- 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. 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 21<sup>st</sup> 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](mailto: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 [probab12@probation.lacounty.gov](mailto:probab12@probation.lacounty.gov).
- 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. County will honor exceptions approved by CCL.
- 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 foster 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 1<sup>st</sup> 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 2<sup>nd</sup> and 17<sup>th</sup> 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 or credit cards, the cards shall not have any fees charged to the THPP-NMD Participant or depreciate due to non-use, and THPP-NMD Participant (excluding those with unique circumstances) shall be able to withdraw cash from the debit or credit 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 **\$703** (for remote and single site models) or **\$568** (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 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 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> month of pregnancy, may receive \$900 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 THPP-NMD Participant 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, Contractor's 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 15<sup>th</sup> 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](mailto:thpp@dcfs.lacounty.gov) and [THPPNMD@probation.lacounty.gov](mailto: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](mailto:thpp@dcfs.lacounty.gov) and [THPPNMD@probation.lacounty.gov](mailto:THPPNMD@probation.lacounty.gov) on the 2<sup>nd</sup> 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](mailto:thpp@dcfs.lacounty.gov) and [THPPNMD@probation.lacounty.gov](mailto:THPPNMD@probation.lacounty.gov), by the 5<sup>th</sup> of each month or the next business day if the 5<sup>th</sup> 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 at the end of prior month.

The report shall be emailed in Excel to [thpp@dcfs.lacounty.gov](mailto:thpp@dcfs.lacounty.gov) and [THPPNMD@probation.lacounty.gov](mailto:THPPNMD@probation.lacounty.gov), by the 5<sup>th</sup> of each month or the next business day if the 5<sup>th</sup> 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](mailto:thpp@dcfs.lacounty.gov) and [THPPNMD@probation.lacounty.gov](mailto:THPPNMD@probation.lacounty.gov) by March 1<sup>st</sup> 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 Contractor 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.

10.6 If a THPP-NMD Participant becomes deceased while placed in the program, Contractor shall notify CSW/DPO and CPM or designee immediately. Further, Contractor shall follow guidelines in section 86126 of the THPP regulations.

## **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 short assessment available online at (<https://www.casey.org/casey-life-skills/>) and incorporate the assessment results into the THPP-NMD Participant's case management and like skills training.

11.2.2 Contractor shall have each THPP-NMD Participant demonstrating a lack of proficiency in life skills complete the standard assessment available online at (<https://www.casey.org/casey-life-skills/>), and incorporate the assessment results into the THPP-NMD Participant's case management and like skills training.

11.2.3 Contractor shall attach THPP-NMD Participant's initial short or standard 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 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and Oct 15<sup>th</sup>).

## **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 Part D, 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 B Section 12.0, County Quality Assurance Plan, of the Contract, and Part D, 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

<b>PERFORMANCE OUTCOME SUMMARY – SAFETY</b>		
<b>PERFORMANCE OUTCOME GOALS:</b> THPP-NMD Participants shall reside in safe environments and be free from abuse and neglect.		
<b>Outcome Indicators</b>	<b>Performance Targets</b>	<b>Data Collection</b>
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 encouraged Participant to obtain annual examinations.	DCFS 561 (a & b) Participant Reports; Technical Reviews



## PART C – SECTION 2.0 – WELL-BEING/SELF-SUFFICIENCY

<b>PERFORMANCE OUTCOME SUMMARY – WELL-BEING/SELF SUFFICIENCY</b>		
<b>PERFORMANCE OUTCOME GOALS:</b> 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.		
<b>Outcome Indicators</b>	<b>Performance Targets</b>	<b>Data Collection</b>
THPP-NMD Participation Condition (Exhibit A-41)	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 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-41, “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, whichever is less, will be employed at least 80 hours per month.</p>	<p>THPP-NMD Participant and Annual Reports</p> <p>Technical Reviews</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 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

**PART D - 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 K.
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		

## PART D - 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 K.
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.		

**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)**

## **EXHIBITS**

<b>A-1</b>	Transitional Independent Living Plan
<b>A-2</b>	SOC 152: Agency Placement Agreement
<b>A-2a</b>	SOC 161: Six-Month Certification of Extended Foster Care Participation
<b>A-2b</b>	SOC 162: Mutual Agreement for Extended Foster Care
<b>A-2c</b>	SOC 163: Voluntary Re-Entry Agreement for Extended Foster Care
<b>A-3</b>	DCFS 6010 – NMD 2-Way Authorization for Sharing Information
<b>A-3a</b>	Probation 6010 – NMD 2-Way Authorization for Sharing Information
<b>A-4</b>	Placement Information and Authorization Form
<b>A-5</b>	Co-Leasing Guidelines
<b>A-6</b>	Unit-Sharing Guidelines
<b>A-7</b>	Therapeutic and Emotional Support Animals Guidelines
<b>A-8</b>	Mandatory Orientation Checklist
<b>A-9</b>	Participant Unit/Furniture Inventory
<b>A-10</b>	Personal Rights
<b>A-11</b>	Participant Clothing Inventory
<b>A-12</b>	Monthly Fines Log
<b>A-13</b>	Monthly Allowance Receipt
<b>A-14</b>	Monthly Savings Ledger
<b>A-15</b>	Monthly Budget Categories
<b>A-16</b>	Infant Supplement Mutual Agreement Form
<b>A-16a</b>	Infant Supplement Savings Ledger
<b>A-17</b>	Participant's Medication Log
<b>A-18</b>	Medication Dispensing Log
<b>A-19</b>	Progress Report Guidelines
<b>A-20</b>	Progress Report -To be completed on Agency Letterhead
<b>A-21</b>	Participant Monthly Survey

<b>A-22</b>	Advocacy Review Form
<b>A-23</b>	LIC 500
<b>A-24</b>	Decertification Report
<b>A-25</b>	Annual Report Guidelines
<b>A-26</b>	Annual Report
<b>A-27</b>	Agency Monthly Report
<b>A-28</b>	Agency Monthly Report Guidelines
<b>A-29</b>	Entry Assessment
<b>A-30</b>	Casey Life Skills Assessment
<b>A-31</b>	Exit Assessment
<b>A-32</b>	Monthly Census
<b>A-33</b>	THPP-NMD Application
<b>A-34</b>	Referral and Screening Form
<b>A-35</b>	Weekly Referral Log
<b>A-36</b>	Aftercare Contact Form
<b>A-37</b>	Foster Youth Reproductive Health and Pregnancy
<b>A-38</b>	Casey Pregnant and Parenting Assessment
<b>A-39</b>	Shared Core Practice Model Handbook
<b>A-40</b>	Service Planning Area (SPA) Map
<b>A-41</b>	Extended Foster Care Definitions of Five Participation Conditions
<b>A-42</b>	Transitional Housing Misconduct Act

**TRANSITIONAL INDEPENDENT LIVING PLAN  
(TILP)**



## 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 their 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 withdrawal of the savings shall require the written approval of my probation officer or social worker and shall be directly related to the goal of emancipation. I understand that if I am a Nonminor Dependent (NMD), written approval is not required for withdrawals (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)
- ☐ I understand that if I am 16 years or older and interested in college, my social worker/probation officer must assist me to identify a postsecondary education support person(s) to help me apply for college, including career and technical education, and financial aid. (WIC 16501.1)

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:

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California Health &amp; Human Services Agency

California Department of Social Services

Youth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_  
Case Worker Name: \_\_\_\_\_ Case Worker Phone: \_\_\_\_\_  
Case Worker Email Address: \_\_\_\_\_

**Education Rights Holder** (Name): \_\_\_\_\_ Relationship to Youth: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Tribal Representative (if applicable)** (Name): \_\_\_\_\_  
Relationship to Youth: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Postsecondary Education Support Person (at least one person must be listed, if applicable):**

Name: \_\_\_\_\_ Relationship to Youth: \_\_\_\_\_  
Will assist with (check all that apply): ☐ college applications ☐ financial aid applications  
Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to Youth: \_\_\_\_\_  
Will assist with (check all that apply): ☐ college applications ☐ financial aid applications  
Telephone Number: \_\_\_\_\_ 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 their goals.**

\_\_\_\_\_  
*Youth's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Caregiver's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Social Worker/Probation Officer Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Supervisor of Social Worker/Probation Officer Signature*

\_\_\_\_\_  
*Date*

**Voter Registration Info:**

Secretary of State Voter Registration

[www.sos.ca.gov/elections/voter-registration](http://www.sos.ca.gov/elections/voter-registration)

Secretary of State Voter Information Contact

[www.sos.ca.gov/elections/contact/email-elections-division](http://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 Nonminor Dependent (NMD):	THP Plus FC Provider Name:
Birth Date of NMD:	Date Placed With THP Plus FC Provider:
Case Number:	Date First Entered Foster Care As NMD:

Select One      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 Section 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"> <li>1. Obtain from the NMD 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 NMD. This may include, based on the NMD's consent, a social work assessment, medical reports, educational assessment psychiatric/ psychological evaluations, identification of special needs, and the NMD's transitional independent living plan (TILP). This shall be made available to the provider within 14 calendar days from date of placement.</li> <li>2. Inform the provider, before placement, of this NMD's behaviors and proclivities that might be harmful to others.</li> <li>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 child and family team (CFT) meetings to discuss the NMD's transition plan.</li> <li>4. Work with provider staff toward successful completion of the NMD's needs and services plan, a positive placement outcome and timely permanency for the NMD.</li> <li>5. Work together with the provider to develop and maintain positive relationships with the NMD's siblings, and other family members.</li> <li>6. Maintain monthly contact with the NMD.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide this NMD with a transitional home that has been certified to care for the NMD's needs in accordance with applicable laws and regulations.</li> <li>2. Conform to applicable approval standards regulations and all laws governing foster care.</li> <li>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 NMD's health, behavior or location as well as significant issues including suspected physical or psychological abuse, death, injury, unusual incidents, unusual absence of a NMD, placement issues, changes to work or school participation and all items required by approval standard regulations.</li> <li>4. Work together with the placing agency to encourage the maintenance of permanent connections with the NMD's family members, and other significant adults, as indicated in the transition plan, and/or young adult and family teams whenever possible.</li> <li>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.</li> <li>6. Respect and keep confidential information given about this NMD.</li> </ol>

<b>Placement Agency Agrees To (Continued)</b>	<b>THP Plus Foster Care Provider Agrees To (Continued)</b>
<ol style="list-style-type: none"> <li>7. Continue paying for the NMD's care as long as the NMD remains in placement or in the temporary absence of the NMD, when the placing agency asks the provider to retain an open placement.</li> <li>8. Provide the NMD with his or her MediCal card or proof of other medical coverage.</li> <li>9. Inform the provider of the county clothing allowance policy and provide the funding consistent with those policies.</li> <li>10. Verify and remit/reconcile any underpayments within 45 days of provider notification of such underpayments.</li> <li>11. Notify the provider within 12 months of suspected overpayments, in accordance with applicable laws and regulations.</li> <li>12. Provide arrangements for educational travel to the NMD's secondary school of origin, as appropriate.</li> <li>13. Provide a contact telephone number for emergencies and after business hours:  Emergency #: _____</li> </ol>	<ol style="list-style-type: none"> <li>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 NMD. The transition plan shall be updated at least every six months.</li> <li>8. Written progress reports on the transition plan progress shall be provided at least every six months or more frequently by mutual agreement.</li> <li>9. Provider social worker shall visit this NMD in private in their site at the frequency specified in the provider's plan of operation.</li> <li>10. Provide state and federal agencies access to records as provided by state and federal law.</li> <li>11. Follow any requirements associated with the county's clothing allowance policy and procedures.</li> <li>12. Remit any overpayment in full to the county welfare department upon receipt of a notice of action or following the completion of due process.</li> <li>13. Inform county upon discovery of any apparent overpayment.</li> <li>14. Immediately notify the placing agency of any changes to the NMD's secondary educational travel plans (if appropriate).</li> </ol>

**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. Behavioral 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 NMD's TILP and who will be performing these tasks, including agency service activity
- L. Identification of unmet needs
- M. Involvement of NMD in the transition program

**Periodic update of transition plan shall include:**

- A. Current status of NMD's physical and psychological health as well as confirmation of medical and dental exams
- B. Reassessment of NMD'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 NMD'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 NMD 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.***

NMD's Placement Worker Name:	Phone Number:
NMD's Placement Worker Signature:	Date:
County Name and Agency:	Title:
THP+FC Provider's/Representative's Name:	Phone Number:
THP+FC Provider's/Representative's Signature:	Date:
Name of Agency:	Title:
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

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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.

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**

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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:

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)



## Non-minor Dependent 2-Way Authorization For Sharing Information

I, \_\_\_\_\_  
Nonminor Dependent

hereby 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 Nonminor 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 2-Way Authorization For Sharing Information

I, \_\_\_\_\_  
Nonminor Dependent

hereby authorize Los Angeles County Probation Department

\_\_\_\_\_, 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"/> Court Reports                      |
|  | <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 Probation Department 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 Nonminor Dependent or Personal Representative**

**FEDERAL REGULATIONS PROHIBIT THE RECIPIENT OF THIS INFORMATION  
FROM MAKING ANY FURTHER DISCLOSURES OF THIS INFORMATION.**

**DPO Statement:**

On \_\_\_\_\_ a copy of this authorization was given to the NMD to give to his/her provider. DPO's initials: \_\_\_\_\_

On \_\_\_\_\_ a copy of this authorization was faxed to the named provider by the DPO. DPO's initials: \_\_\_\_\_

**Probation Contact Information****DPO Name:**

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**(Please print clearly)****Phone:****FAX:**

# **PLACEMENT INFORMATION & AUTHORIZATION FORM**

<b>NMD</b>	Participant:		Age:	
	Date of Birth:	Gender ID:	Preferred Pronoun:	
	Child:			
	Cell Phone:		Email:	
<b>AGENCY</b>	Agency:		License #:	
	Contact Person:		Vendor #:	
	Proposed Address: #      Street Name                      City                      State                      Zip code			
	Telephone #		SPA:	
	Remote/Scattered		Host Family	
	Single /Staff			
	Staff Name:		Telephone #:	
	NMD is #:                      on Bi-weekly referral log date			
Agendy Social Worker:			# on caseload:	
<b>COUNTY STAFF</b>	CSW/DPO Name:		Telephone #:	
	Office:			
	Address: #      Street Name                      City                      State                      Zip code			
	SCSW/DPO Name:		Telephone #:	
<b>THPP-NMD COUNTY STAFF</b>	<b>Request to place NMD is approved</b>			
	CPM/Designee Name:			
	Signature:		Date:	
	Attached Documents are current: CCLD License/Facility Evaluation                      Certificate of Liability Insurance Certificate of Compliance			
	Program Director/Designee Name:			
	Signature:			
Received by:      DCFS                      Probation			Date:	
Date Participant Moved In:			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 biological children of NMD or their roommate.
- 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 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.
- 5) 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.
- 6) 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.

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 ANIMALS 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

<b>Agency:</b>			<b>Date:</b>	
<b>Participant:</b>			<b>DOB:</b>	<b>Age:</b>
<b>Gender ID:</b>		<b>Preferred Pronoun:</b>		
<b>Unit Address:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>#</span> <span>Street</span> <span>Apt. #</span> <span>City</span> <span>Zip</span> </div>				

I UNDERSTAND AND RECEIVED COPIES OF EACH OF THE FOLLOWING:

1. Grievance/Complaint procedures
2. Agency Policies
3. Agency Rules
4. Foster Youth 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. Name and phone number of my CSW/DPO
11. Other
12. Other

<b>Participant:</b>		<b>Date:</b>
<b>CSW/DPO:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><i>Name</i></span> <span><i>Signature</i></span> </div>		<b>Date:</b>
<b>Agency Staff:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><i>Name</i></span> <span><i>Signature</i></span> </div>		<b>Date:</b>

## SITE INSPECTION / PARTICIPANT UNIT / FUNITURE INVENTORY

<b>Address:</b> #      Street      Apt. #      City      Zip Code		<b>Date:</b>
<b>Number of Participants</b>	<b>Number of Bedrooms:</b>	<b>Number of Bathrooms:</b>
<b>Agency:</b>		<b>Staff:</b>
<b>Entry Quarterly</b>		<b>Other:</b>

(P) purchase date; (E) expiration date; (R) date replaced; (C) date completed; (N/A) not applicable  
(F) item in fair condition; (R) item needed to be replaced

1	Items	Minimum Requirements	Date	Condition	No. of Items
GENERAL	Name on Mailbox				
	Fire Extinguisher	One per unit. Include date of purchase or expiration			
	Smoke Detector	In common area. Replace batteries in March and Nov.			
	Carbon Monoxide	In common area. Replace batteries in March and Nov.			
	Circuit Breaker Box	In unit. Label Each Breaker, cover unassigned ones			
	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				
	All Purpose Cleaner	1 per participant			
	Paper Towels	2 per participant			
	Dust Cloths	2 per participant			



<b>Address:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>#      Street</span> <span>Apt. #</span> <span>City</span> <span>Zip Code</span> </div>	<b>Date:</b>
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2	Items	Minimum Requirements	Date	Condition	No. of Items
L I V I N G  R M	Center (Coffee) Table				
	End Table				
	Lighting				
	Privacy Window Covering				

3	Items	Minimum Requirements	Date	Condition	No. of Items
D I N I N G  R M	Table				
	Chairs	2 per participant			
	Lighting				
	Privacy Window Coverings				

4	Items	Minimum Requirements	Date	Condition	No. of Items
K I T C H E N	Refrigerator				
	Large Capacity Refrigerator				
	Oven and Stove				
	Lighting				
	Privacy Window Coverings				
	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			

<b>Address:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>#      Street</span> <span>Apt. #</span> <span>City</span> <span>Zip Code</span> </div>	<b>Date:</b>
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<b>5a</b>	<b>PARTICIPANT/OCCUPANT #1:</b>				<b>DOB:</b>	
	<b>Preferred Pronoun:</b>		<b>Gender ID:</b>		<b>Age:</b>	
	<b>Items</b>	<b>Minimum Requirements</b>	<b>Date</b>	<b>Condition</b>	<b>No. of Items</b>	
<b>B E D R O O M  #  1</b>	Smoke Detector					
	Lighting					
	Privacy Window Coverings					
	Emergency Ladder					
	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/Bedsread					
	*Pillowcase					
	Pillow					
	Blanket					
	Body Towel	2 per participant				
	Wash Cloth	2 per participant				
	Hand Towel	2 per participant				
	Toilet Paper	4 rolls - consult with participant before purchasing				
	Sanitary Napkins/Tampons	1 package - consult with participant before purchasing				
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					

<b>Address:</b> <div> <div>#</div> <div>Street</div> <div>Apt. #</div> <div>City</div> <div>Zip Code</div> </div>					<b>Date:</b>		
<b>5a (continued)</b>	<b>PARTICIPANT/OCCUPANT #1 (continued):</b>						
	<b>Items</b>		<b>Minimum Requirements</b>		<b>Date</b>	<b>Condition</b>	<b>No. of Items</b>
	Laundry Soap		<i>Consult with participant before purchasing</i>				
	Laundry Basket		<i>Consult with participant before purchasing</i>				
<b>5b</b>	<b>INFANT/CHILD PLACED WITH PARTICIPANT # 1</b>						
	<b>Items</b>		<b>Minimum Requirements</b>		<b>Date</b>	<b>Condition</b>	<b>No. of Items</b>
<b>B E D R O O M  # 1</b>	Carrier/Car Seat		<i>Consult with participant before purchasing</i>				
	Crib/Bassinet/Bed		<i>Consult with participant before purchasing</i>				
	Mattress						
	Mattress Pad/Cover						
	Fitted Sheet						
	Flat Sheet						
	Blanket/Comforter						
	Receiving Blanket						
	4 per Infant/Child						
	Blanket Sleeper						
	Diapers		<i>Consult with Participant before purchasing – 36 Diapers</i>				
	Bibs		<i>4 per Infant/Child</i>				
	Safety Gate(s)		<i>Kitchen, bathroom, porch, etc. as needed</i>				
	Safety Latches		<i>Drawers, Cabinets, Doors, Stove, Oven</i>				
	Anchors		<i>Furniture anchored to walls</i>				
	Socket Plugs		<i>Safety covers for electrical outlets</i>				
	Toilet Covering		<i>To prevent accidental drowning</i>				
	Medicine		<i>Stored out of reach of all children</i>				

<b>Address:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>#      Street</span> <span>Apt. #</span> <span>City</span> <span>Zip Code</span> </div>	<b>Date:</b>
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<b>6a</b>	<b>PARTICIPANT/OCCUPANT #2:</b>				<b>DOB:</b>	
	<b>Preferred Pronoun:</b>		<b>Gender ID:</b>		<b>Age:</b>	
	<b>Items</b>	<b>Minimum Requirements</b>	<b>Date</b>	<b>Condition</b>	<b>No. of Items</b>	
<b>B E D R O O M  # 2</b>	Smoke Detector					
	Lighting					
	Privacy Window Coverings					
	Emergency Ladder					
	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/Bedsread					
	*Pillowcase					
	Pillow					
	Blanket					
	Body Towel	2 per participant				
	Wash Cloth	2 per participant				
	Hand Towel	2 per participant				
	Toilet Paper	4 rolls - consult with participant before purchasing				
	Sanitary Napkins/Tampons	1 package - consult with participant before purchasing				
	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						
Hair Brush						

<b>Address:</b>				<b>Date:</b>	
#      Street      Apt. #      City      Zip Code					

  

<b>6a (continued)</b>	<b>PARTICIPANT/OCCUPANT #2 (continued):</b>			<b>DOB:</b>	
	<b>Items</b>	<b>Minimum Requirements</b>	<b>Date</b>	<b>Condition</b>	<b>No. of Items</b>
	Laundry Soap				
	Laundry Basket				

  

<b>6b</b>	<b>INFANT/CHILD PLACED WITH PARTICIPANT # 2</b>				
	<b>Items</b>	<b>Minimum Requirements</b>	<b>Date</b>	<b>Condition</b>	<b>No. of Items</b>
<b>B E D R O O M  # 2</b>	Carrier/Car Seat	<i>Consult with participant before purchasing</i>			
	Crib/Bassinet/Bed	<i>Consult with participant before purchasing</i>			
	Mattress				
	Mattress Pad/Cover				
	Fitted Sheet				
	Flat Sheet				
	Blanket/Comforter				
	Receiving Blanket				
	4 per Infant/Child				
	Blanket Sleeper				
	Diapers	<i>Consult with Participant before purchasing – 36 Diapers</i>			
	Bibs	<i>4 per Infant/Child</i>			
	Safety Gate(s)	<i>Kitchen, bathroom, porch, etc. as needed</i>			
	Safety Latches	<i>Drawers, Cabinets, Doors, Stove, Oven</i>			
	Anchors	<i>Furniture anchored to walls</i>			
	Socket Plugs	<i>Safety covers for electrical outlets</i>			
	Toilet Covering	<i>To prevent accidental drowning</i>			
	Medicine	<i>Stored out of reach of all children</i>			

<b>Address:</b> #      Street                      Apt. #                      City                      Zip Code	<b>Date:</b>
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<b>7a</b>	<b>PARTICIPANT/OCCUPANT #3:</b>				<b>DOB:</b>		
	<b>Preferred Pronoun:</b>		<b>Gender ID:</b>		<b>Age:</b>		
	<b>Items</b>		<b>Minimum Requirements</b>		<b>Date</b>	<b>Condition</b>	<b>No of Items</b>
B E D R O O M  # 3	Smoke Detector						
	Lighting						
	Privacy Window Coverings						
	Emergency Ladder						
	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						
	*Pillowcase						
	Pillow						
	Blanket						
	Body Towel		<i>2 per participant</i>				
	Wash Cloth		<i>2 per participant</i>				
	Hand Towel		<i>2 per participant</i>				
	Toilet Paper		<i>4 rolls - consult with participant before purchasing</i>				
	Sanitary Napkins/Tampons		<i>1 package - consult with participant before purchasing</i>				
	Toothbrush		<i>Consult with Participant before purchasing</i>				
Toothpaste		<i>Consult with participant before purchasing</i>					
Bath Soap/Wash		<i>Consult with participant before purchasing</i>					
Deodorant		<i>Consult with participant before purchasing</i>					
Hair Comb							
Hair Brush							

<b>Address:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>#      Street</span> <span>Apt. #</span> <span>City</span> <span>Zip Code</span> </div>	<b>Date:</b>
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<b>7a (continued)</b>	<b>PARTICIPANT/OCCUPANT #2:</b>			<b>DOB:</b>	
	<b>Items</b>	<b>Minimum Requirements</b>	<b>Date</b>	<b>Condition</b>	<b>No. of Items</b>
	Laundry Soap				
	Laundry Basket				

<b>7b</b>	<b>INFANT/CHILD PLACED WITH PARTICIPANT # 3</b>				
	<b>Items</b>	<b>Minimum Requirements</b>	<b>Date</b>	<b>Condition</b>	<b>No. of Items</b>
<b>B E D R O O M  # 3</b>	Carrier/Car Seat	<i>Consult with participant before purchasing</i>			
	Crib/Bassinet/Bed	<i>Consult with participant before purchasing</i>			
	Mattress				
	Mattress Pad/Cover				
	Fitted Sheet				
	Flat Sheet				
	Blanket/Comforter				
	Receiving Blanket				
	4 per Infant/Child				
	Blanket Sleeper				
	Diapers	<i>Consult with Participant before purchasing – 36 Diapers</i>			
	Bibs	<i>4 per Infant/Child</i>			
	Safety Gate(s)	<i>Kitchen, bathroom, porch, etc. as needed</i>			
	Safety Latches	<i>Drawers, Cabinets, Doors, Stove, Oven</i>			
	Anchors	<i>Furniture anchored to walls</i>			
	Socket Plugs	<i>Safety covers for electrical outlets</i>			
	Toilet Covering	<i>To prevent accidental drowning</i>			
	Medicine	<i>Stored out of reach of all children</i>			

<b>Address:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>#      Street</span> <span>Apt. #</span> <span>City</span> <span>Zip Code</span> </div>	<b>Date:</b>
--	--------------

BATHROOM # 1					
8	Items	Minimum Requirements	Date	Condition	No. of Items
B A T H R O O M  #  1	Non-skid Mat				
	Shower Curtain/Door				
	Lighting				
	Privacy Window Coverings				

BATHROOM # 2					
9	Items	Minimum Requirements	Date	Condition	No. of Items
B A T H R O O M  #  2	Non-skid Mat				
	Shower Curtain/Door				
	Lighting				
	Privacy Window Coverings				

BATHROOM # 3					
10	Items	Minimum Requirements	Date	Condition	No of Items
B A T H R O O M  #  3	Non-skid Mat				
	Shower Curtain/Door				
	Lighting				
	Privacy Window Coverings				

<b>Participant Signature:</b>	<b>Date:</b>
<b>Staff Signature:</b>	<b>Date:</b>



**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(j) - (j)(2), 369.5, 727(a)(3), 827, and 16001.9, 16500, and 16522.1, Welfare and Institutions Code; Section 51, Civil Code; and Section 12921, Government Code

## CLOTHING INVENTORY

Staff:		Agency:	
Participant:			Date:
DOB:	Age:	Preferred Pronoun:	Gender ID:
<div> <div>Entry</div> <div>Quarterly</div> <div>Exit</div> <div>Other</div> </div>			

\*NOTE:     *Designate F to items that are in fair condition*  
               *Designate R items that need to be replaced*

PARTICIPANT			
Min. # of Items/Outfits	Items/Outfits	Condition*	Total # of Items/Outfits
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		

<b>Participant:</b>			<b>Date:</b>
<b>DOB:</b>	<b>Age:</b>	<b>Preferred Pronoun:</b>	<b>Gender ID:</b>

INFANTS			
Name (s):			
Min. # of Items/Outfits	Items/Outfits	Condition	Total # of Items/Outfits
8	Onesie or Outfits		
1	Special Occasion Outfit		
1	Sweater and Cap Set		
1	Booties/Shoes		
8	Socks		
4-6	Undershirts		
1, as applicable	Swimsuit		

CHILDREN 2 YEARS & OLDER			
Name(s):			
12	Outfits		
2	Shoes		
2	Pajamas/Gowns		
1	Slippers		
2	Sweater/Sweatshirt/Hoodie		
1	Jacket/Coat		
1, as applicable	Swimsuit		

<b>Participant Signature:</b>	<b>Date:</b>
<b>Staff Signature:</b>	<b>Date:</b>



## MONTHLY ALLOWANCE RECEIPT

<b>Agency:</b>			
<b>Participant :</b>		<b>DOB:</b>	<b>Age:</b>
<b>Gender ID:</b>		<b>Preferred Pronoun:</b>	

<b>Total Allowance: \$</b>		-	<b>Disbursement # 1</b>		<b>Disbursement # 1</b>	
<b>Total Deduction: \$</b>		-	<b>Date:</b>		<b>Date:</b>	
<b>Net Allowance: \$</b>		-	<b>Amount</b>	<b>Initials</b>	<b>Amount</b>	<b>Initials</b>
<b>Stipend</b>	Allowance					
	Infant Supplement					
<b>Deductions</b>	Mandatory Savings					
	Infant Supplement Savings					
	Missed Life Skill Session Deduction					

<b>Total Allowance:</b>	Allowance: \$	-
	Infant Supplement: \$	-
	Total: \$	-

<b>Total Deduction</b>	Mandatory Savings: \$	-
	Infant Supplement Saving: \$	-
	Missed Life Skill Session: \$	-
	Total: \$	-

<b>Net Allowance: \$</b>	-
--------------------------	---

I agree to create and follow my estimated monthly budget

(initials)

My Savings Ledger (Exhibit A-14) with the amount of

is correct

<b>Participant</b>	<b>Date:</b>
<i>Name</i>	<i>Signature</i>
<b>Participant</b>	<b>Date:</b>
<i>Name</i>	<i>Signature</i>
<b>Agency Staff</b>	<b>Date:</b>
<i>Name</i>	<i>Signature</i>
<b>Agency Staff</b>	<b>Date:</b>
<i>Name</i>	<i>Signature</i>



## PARTICIPANT SAVINGS LEDGER

[illegible]

Agency:		Report Month:	
Participant Information		Monthly Summary	
Name:		Beginning Balance:	
DOB:	Age:	Total Credits:	\$0.00
Gender ID:	Preferred Pronoun:	Total Debits:	\$0.00
Entry Date:	Termination Date:	Total Interest:	
		Ending Balance:	\$0.00

Transaction Detail - Fine		
Date	Amount	Transaction Notes

Transaction Detail - Withdraw					
Date	Amount	Check #	Notes	Participant Signature	Contractor Signature

Final Transaction Detail					
Date	Amount	Check #	Notes	Participant Signature	Contractor Signature
	\$0.00				

## 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/Lyft  
 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 PROGRAM FOR  
NON-MINOR DEPENDENTS (THPP-NMD)  
(SAMPLE TEMPLATE)**

<b>Agency:</b>		
<b>Participant:</b>	<b>Age:</b>	<b>DOB</b>
<b>Gender ID:</b>	<b>Preferred Pronoun:</b>	
<b>Child:</b>	<b>Age:</b>	<b>DOB</b>

**Initial****Annual****Revised**

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	Participant/NMD

<b>Agency:</b>		
<b>Participant:</b>	<b>Age:</b>	<b>DOB</b>

**CLOTHING/PERSONAL INCIDENTALS**

*This can include any clothing related expenses, including diapers and wipes.*

Item	Estimated Cost	Provider	Participant/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	Participant/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	Participant/NMD

<b>Agency:</b>		
<b>Participant:</b>	<b>Age:</b>	<b>DOB</b>

<b>CHILD CARE</b>			
<i>This can include the costs of various child care options which provide daily supervision while the parent is working or attending school.</i>			
Item	Estimated Cost	Provider	Participant/NMD

<b>MEDICAL</b>			
<i>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.</i>			
Item	Estimated Cost	Provider	Participant/NMD

<b>Participant:</b>	Print Name	Signature	
<b>Provider:</b>	Print Name	Signature	
<b>Social Worker/ Support Person:</b>	Print Name	Signature	

## PARTICIPANT INFANT SUPPLEMENT SAVINGS LEDGER

[illegible]

Agency:		Report Month:	
Participant Information		Monthly Summary	
Name:		Beginning Balance:	
DOB:	Age:	Total Credits:	\$0.00
Gender ID:	Preferred Pronoun:	Total Debits:	\$0.00
Entry Date:	Termination Date:	Total Interest:	
		Ending Balance:	\$0.00

Transaction Detail - Withdraw					
Date	Amount	Check #	Notes	Participant Signature	Contractor Signature

Final Transaction Detail					
Date	Amount	Check #	Notes	Participant Signature	Contractor Signature
	\$0.00				



PARTICIPANT MEDICATION LOG

Agency Name:		
Participant Name:	DOB:	Age:
Gender ID:	Preferred Pronoun:	

Date	Time	Amount I Took at this Time <i>(e.g. 2 tablets)</i>	Medication Name	Over the Counter		Physician Name	My Initials
				Yes	No		

Participant should track each used prescribed or over-the-counter medication

Reviewed by Agency Staff:	Date:
Print Name	

## MEDICATION DISPENSING LOG

<b>Agency Name:</b>		<b>Date:</b>	
<b>Participant Name:</b>		<b>DOB:</b>	<b>Age:</b>
<b>Gender ID:</b>	<b>Preferred Pronoun:</b>		

Name of Medication	Name of Prescribing Physician	Dosage amount + times per day (e.g. 1 tablet 3 x per day)	Quantity Prescribed (e.g. 30 tablets)	Prescription Start Date	Prescription End Date

List any problems/reactions you had to above medications:
List any medications that you are allergic to:

<b>Reviewed by Agency Staff:</b> <div style="text-align: right; margin-top: 10px;"><i>Print Name</i></div>	<b>Date:</b>
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## **PROGRESS REPORT GUIDELINES**

### **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.

**PROGRESS REPORT TO BE COMPLETED  
ON  
AGENCY LETTERHEAD**

Agency: \_\_\_\_\_

Participant: \_\_\_\_\_  
Print

Date: \_\_\_\_\_  
Month/Year

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**Instructions:** You must complete this survey each month that you participate in the Program.  
Please select and date **all trainings received** this month.

**EMPLOYMENT TRAINING:**

- ☐ How to Find a Job/Resources
- ☐ Writing a Resume
- ☐ Complete a Master Application
- ☐ Applying for a Job
- ☐ Writing a Cover Letter
- ☐ Getting a Reference/Reference Letter
- ☐ Dressing for an Interview
- ☐ Interviewing Skills
- ☐ Writing Thank You Letters After an Interview
- ☐ Updating Your Resume/Master Application
- ☐ Getting a Promotion
- ☐ Finding a Better Job
- ☐ Getting an Apprentice Position
- ☐ Career/Vocational Exploration
- ☐ Career Assessments
- ☐ Other Trainings/Comments: \_\_\_\_\_

**HANDOUTS PROVIDED**

- |                              |                             |             |
|------------------------------|-----------------------------|-------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |

**TRANSPORTATION:**

- ☐ Local Transportation
- ☐ Bus Tokens
- ☐ Bus Pass/Rail Pass
- ☐ Buying a Car
- ☐ Car Maintenance
- ☐ Auto Insurance
- ☐ Driver's License
- ☐ Auto Financing
- ☐ Californian ID
- ☐ Car Registration
- ☐ Smog Checks
- ☐ State Programs for Smog Check
- ☐ Bureau of Automotive Repair (BAR)
- ☐ Finding a Mechanic
- ☐ Alternate Transportation
- ☐ Other Trainings/Comments: \_\_\_\_\_

**HANDOUTS PROVIDED**

- |                              |                             |             |
|------------------------------|-----------------------------|-------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
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| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Date: _____ |

Agency: \_\_\_\_\_

Participant: \_\_\_\_\_  
PrintDate: \_\_\_\_\_  
Month/Year

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**PREGNANCY/PARENTING:**

- ☐ Birth Control/Safe Sex  
☐ Family Planning  
☐ Parenting/Co-Parenting  
☐ Child Care/Child Safety  
☐ Nutrition  
☐ Family Law  
☐ Other Trainings/Comments: \_\_\_\_\_

**HANDOUTS PROVIDED**

- ☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No

Date: \_\_\_\_\_  
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**MEDICAL/DENTAL:**

- ☐ Using a Medi-Cal Card  
☐ Making an Appointment with a Doctor  
☐ Calling for Emergency Medical Care  
☐ First Aid Training  
☐ Making a Dentist Appointment  
☐ Calling for Emergency Dental Care  
☐ Getting Private Health Insurance after Transition  
☐ Health Care Deductibles  
☐ Supplemental Insurance  
☐ Life Insurance  
☐ Common Aches and Pains  
☐ When to Call a Doctor/Dentist  
☐ Age Appropriate CPR Training (if you have a child)  
☐ Other Trainings/Comments: \_\_\_\_\_

**HANDOUTS PROVIDED**

- ☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No

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 Date: \_\_\_\_\_

**FOOD PREPARATION/NUTRITION:**

- ☐ Meal/Menu Preparation  
☐ Nutrition and/or Special Diets  
☐ Food Storage  
☐ Food Management/Maintenance  
☐ Kitchen Hygiene  
☐ Safely Preparing/Cooking Food  
☐ Cooking Lessons  
☐ Comparison Shopping  
☐ Other Trainings/Comments: \_\_\_\_\_

**HANDOUTS PROVIDED**

- ☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No

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 Date: \_\_\_\_\_



Agency: \_\_\_\_\_

Participant: \_\_\_\_\_  
PrintDate: \_\_\_\_\_  
Month/Year**UNIT:**

- ☐ Using Household Chemicals
- ☐ Washing Dishes
- ☐ Mopping Floors
- ☐ Cleaning/Disinfecting a Bathroom
- ☐ Cleaning/Disinfecting a Kitchen
- ☐ Minor Household Repairs
- ☐ Sorting/Washing Laundry
- ☐ Calling for Help in an Emergency
- ☐ Using a Fire Extinguisher
- ☐ Responding in an Earthquake

**HANDOUTS PROVIDED**

- |                              |                             |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
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| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**IN MY UNIT I HAVE:**

- ☐ Drawer Space of My Own
- ☐ Closet Space for My Clothes and Other Items
- ☐ A Working Carbon Monoxide Detector in the Hall(s)
- ☐ A Working Smoke Detector in the Hall(s)
- ☐ A Working Smoke Detector in My Bedroom
- ☐ My Chore List Posted
- ☐ Chores that are Rotated Roommates and Me
- ☐ Furniture in Good and Safe Condition
- ☐ A Clean and Safe Unit
- ☐ Received Training to Keep My Unit Safe/Clean
- ☐ Food Storage Areas of My Own
- ☐ Access to a Working Washer/Dryer
- ☐ Suitable Window Coverings
- ☐ Other Trainings/Comments: \_\_\_\_\_

- |                              |                             |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
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| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
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Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PERSONAL CARE:**

- ☐ Replacing Personal Care Items
- ☐ Personal Hygiene
- ☐ Caring for Your Personal Care Items
- ☐ Using Over the Counter Medication
- ☐ First Aid
- ☐ Emergency/Natural Disaster Training
- ☐ Other Trainings/Comments: \_\_\_\_\_

**HANDOUTS PROVIDED**

- |                              |                             |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
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Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MONEY MANAGEMENT:**

- ☐ Budgeting
- ☐ Managing My Allowance
- ☐ How to Open a Savings/Checking Account
- ☐ Other Trainings/Comments: \_\_\_\_\_

**HANDOUTS PROVIDED**

- |                              |                             |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agency: \_\_\_\_\_

Participant: \_\_\_\_\_  
PrintDate: \_\_\_\_\_  
Month/Year**TRAINING/RESOURCES:**

- ☐ Time Management  
☐ Study Skills  
☐ Educational Goals  
☐ Basic Computer Skills  
☐ Educational Enrichment Program (2 hrs./day)

**HANDOUTS PROVIDED**

- ☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

**RECREATION/LEISURE:****Did you participate in any of the following activities?**

- ☐ Reading Material  
☐ Games  
☐ Radio  
☐ Television  
☐ VCR/DVD  
☐ VHS/DVD Movies

**Did the Agency offer access to the activities?**

- ☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

- ☐ Movies  
☐ Concerts  
☐ Sporting Events  
☐ Park/Beach  
☐ Cultural Events  
☐ Museums  
☐ Art Exhibits  
☐ Theater  
☐ Community Events  
☐ Other/Comments: \_\_\_\_\_

- ☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No

Date: \_\_\_\_\_  
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 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Miscellaneous:****I Have:**

- ☐ Adequate/Appropriate Clothing  
☐ 3 Outfits Suitable for Employment  
☐ A Social Security Card  
☐ CA State ID/Driver's License  
☐ A Personal Savings/Checking Account  
☐ Gainful Employment

- ☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

☐ My Allowance is Enough to Meet My Needs

I would like additional training in the following areas:

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ADVOCACY REVIEW REQUEST

Participant:		Age:	DOB:	Date:
Gender ID	Preferred Pronoun:	Phone:	Email:	
Pregnant?	Yes; if yes, EDD:			No
Parenting?	Yes; If yes, No. of Children			No
Address:			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 (CPM) who manages the THPP-NMD program.*

**Please check each area that best describes your reason(s) for requesting an Advocacy Review:**

Discharge Allowance Personal Safety Visitors Other (please list)	Internet Staff interaction Life Skills Training Unit Safety (bed bugs, furniture, appliances, etc.)
--	--

**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?**

Yes (if yes, enter date)	No	N/A
--------------------------	----	-----

Participant:	Age:	DOB:	Date:
--------------	------	------	-------

**Please share the outcome of agency grievance**

--

**The following documents are attached:**

--

Participant Signature:	Date:
------------------------	-------

*You may send your Advocacy Review Request by mail or email, to:*  
*SHD, DCFS THPP-NMD CPM*  
*1933 S. Broadway, 7th Floor, Suite A*  
*Los Angeles, CA 90007*  
*Email: [thpp@dcfs.lacounty.gov](mailto:thpp@dcfs.lacounty.gov)*

TO BE COMPLETED BY COUNTY PROGRAM MANAGER		
Date received:	DCFS	Probation
Staff Assigned:		Date:
Date participant contacted:	Date agency contacted:	
Advocacy Review meeting required Meeting date (within 7 business days): Advocacy Review meeting not required		

**Advocacy Review Outcome**

--

Refer to Youth Ombudsman	Date:
--------------------------	-------

## PERSONNEL REPORT

**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 licensee 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, 1569.09, 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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

[illegible]

DECERTIFICATION REPORT

AGENCY: \_\_\_\_\_

DATE: \_\_\_\_\_

THE FOLLOWING STAFF HAS BEEN DECERTIFIED:

STAFF NAME	POSITION	PAID Y/N	LOCATION	DATE DE- CERTIFIED	STILL EMPLOYED Y/N	NEW POSITION	LAST DAY OF DIRECT CONTACT WITH YOUTH

THE ABOVE STAFF SHALL NOT HAVE DIRECT CONTACT WITH ANY YOUTH.

\_\_\_\_\_  
PROGRAM DIRECTOR'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TODAY'S DATE

# 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 31<sup>st</sup> 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 1<sup>st</sup> 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 31<sup>st</sup> of, reporting year or at time of discharge, indicate the number of males who were expecting.
- **Mother:** As of December 31<sup>st</sup> of reporting year or at time of discharge, indicate the number of females who were expecting.
- **Expecting and Parenting:** As of December 31<sup>st</sup> 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 31<sup>st</sup> 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 ANNUAL REPORT

#	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 Education 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	Other	
1			0			0	0																	
2			0			0	0																	
3			0			0	0																	
4			0			0	0																	
5			0			0	0																	
6			0			0	0																	
7			0			0	0																	
8			0			0	0																	
9			0			0	0																	
10			0			0	0																	
11			0			0	0																	
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24			0			0	0																	
25			0			0	0																	
26			0			0	0																	
			0			0	0																	
TOTAL			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

THPP-NMD ANNUAL REPORT

															Employment & Education (Active at Year End)														
#	Agency	SPA	By Gender								Parenting Youth		Expecting Parents			Employment Status					Education Status								
			Male	Female	Transgender Male	Transgender Female	Two-Spirit	Gender Fluid or Non-binary	Gender Not Identified	Other	Custodial	Non Custodial	Father	Mother	Parenting & Expecting	Employed (P/T)	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																													
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25																													
26																													
TOTAL			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

## THPP-NMD ANNUAL REPORT

							Affordable Housing				Exit Destination														Permanent Adult Connection				
#	Agency	SPA	Total Exited (e) + (f)	Planned (e)	Unplanned (f)	Average Length of Stay (Month)	Participants will be placed in a SILP, transition in place or obtain affordable housing when exit.				Achieved Affordable/Stable Housing Goal												Other Transition Housing			Participants will have a consistent relationship with their identified permanent adult connection upon exit from the program.			
							Achieved	%	Meet Target? (75%)	10% Over the Previous Year?	SILP	Transition in Place	Own Housing	College Dorm	Incarcerated	Alcohol/Drug Treatment	Psychiatric Hospital	Homeless	Family	Unknown	Other	Another THPP-NMD	THP+	THP	PAC Achieved	%	Meet Target ? (75%)	10% Over the Previous Year?	
1			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
2			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
3			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
4			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
5			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
6			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
7			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
8			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
9			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
10			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
11			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
12			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
13			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
14			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
15			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
16			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
18			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
19			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
20			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
21			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
22			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
23			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
24			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
25			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
26			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
			0				0	N/A	N/A	N/A																	N/A	N/A	N/A
TOTAL			0	0	0	N/A	0	N/A			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	), "N/A", BS31/AW31)	

THPP-NMD ANNUAL REPORT

			Participation Activity (at Exit)					Employment & Education (at Exit)															
#	Agency	SPA	Met Initial Identified NMD Activity (SOC 161 Primary)					Employment Status						Education Status (Highest Level Achieved in Program)									
			Complete HSD/GED	Enrolled in college or vocational	Remove barriers to employment	Employed at least 80 hrs/month	Medical Condition	Employed (F/T)	Employed (P/T)	Un-Employed	Volunteer	In Program to Remove Barriers	More Than One Status	Exit 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
1																							
2																							
3																							
4																							
5																							
6																							
7																							
8																							
9																							
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18																							
19																							
20																							
21																							
22																							
23																							
24																							
25																							
26																							
TOTAL			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 Feb 2020

[illegible]

Staff Signature \_\_\_\_\_

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Print Name and Title

Date \_\_\_\_\_

## 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.

**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*

**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, 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

Agency Name:		
Participant Name:		DOB:
Age:	Gender ID:	Preferred Pronoun:
Program Entry Date:		Expected Termination Date:

## My Goals:

--

## School Status; Please select all that apply:

Have a High School Diploma/GED:	Yes; if yes, complete below:	No
High School Name:	Graduation date:	

## AB 12 (SOC 161) goal(s); Please select all that apply:

Completing a secondary education or a program leading to an equivalent credential: Yes; if yes, provide name:	No
Enrolled in an institution which provides postsecondary or vocational education: Yes; if yes, provide name:	No
Participating In a program or activity designed to promote or remove barriers to employment: Yes; if yes, provide name:	No
Employed for at least 80 hours per month: Yes; if yes, provide details:	No
Incapable of doing any of the activities due to a medical condition: Yes; if yes, provide details:	No

<b>Agency Name:</b>	
<b>Participant Name:</b>	<b>DOB:</b>

**Please list other people you have that support you or you can contact in an emergency:**

Name:		Relationship:	
Address:			
#	Street Name	City	State Zip Code
Email:		Length Of Time Known:	
Verified	Yes; if yes, date verified:		No
Name:		Relationship:	
Address:			
#	Street Name	City	State Zip Code
Email:		Length Of Time Known:	
Verified	Yes; if yes, date verified:		No
Name:		Relationship:	
Address:			
#	Street Name	City	State Zip Code
Email:		Length Of Time Known:	
Verified	Yes; if yes, date verified:		No

<b>Participant Signature:</b>	<b>Date:</b>
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# PLACEHOLDER FOR CASEY LIFE SKILLS ASSESSMENT

## EXIT ASSESSMENT

<b>Participant Name:</b>			
<b>DOB:</b>	<b>Age:</b>	<b>Gender ID:</b>	<b>Preferred Pronoun:</b>
<b>Agency Name:</b>		<b>Entry Date:</b>	<b>Exit Date:</b>
<b>Contact Information:</b>		<b>Cell Phone:</b>	<b>Email:</b>
<b>New Address:</b>			
<b>Permanent Adult Connection:</b>			<b>Phone Number:</b>

The goals that I have achieved/completed while in the program (check all that apply):			
High School Diploma	GED	Vocational Certificate	Employment
Other (Explain):			
1. How would you rate your training and overall experience while residing in the Program:			
Most Helpful	Helpful	Neutral	Least Helpful      Not Helpful
2. I would recommend the Program		I would not recommend the Program	
3. On a scale to 1-4, 4 being the most positive, please rank your overall training in the areas listed below as Most Helpful (4), Helpful (3), Neutral (2) or Least Helpful (1):			
Budgeting    Employment Skills    Decision Making    Relationship Building    Other(specify):			
Other (specify)			
4. Where and with whom will you live now?:			
5. Are you employed?	Yes; if yes, please select one:    Part Time    Full Time    No		
6. Are you currently in school?	Yes; if yes, please see below and check all that apply    No		
High School	Vocational School	2 year college	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?	Yes		No
11. Did you save enough money to move into your own apartment?	Yes		No

<b>Participant Signature:</b>	<b>Date:</b>
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THPP-NMD Monthly Census

Agency:

Month of

No.	Unit Address	SPA	Unit Telephone Number	Case Manager/ Social Worker	Name of Participant (First , Last)	DOB	Gender ID	Preferred Pronoun	# Child Placed Together	Placing County	County Dept	Entry Date	CC Expiration Date
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
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16													
17													
18													
19													
20													

Note(s):



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

Participant's Name:	DOB:	Age:
Gender ID:	Preferred Pronoun:	
CSW/DPO Name:		

*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.***

- 1) CSW/DPO should contact the THPP-NMD Agency directly to confirm openings.

THPP-NMD Agency	Housing Located in SPAs	Contact Number	Email Address
ASPIRANET	7, 8	(310) 535-1500	<a href="mailto:lbtayreferrals@aspiranet.org">lbtayreferrals@aspiranet.org</a>
FLORENCE CRITTENTON FAMILY SERVICES	3, 6, 7, 8	(562) 677-8257	<a href="mailto:steppingstones@crittentonsocal.org">steppingstones@crittentonsocal.org</a>
DAISY'S HOUSE	2, 4	(310) 877-9587	<a href="mailto:admin@daisyshouse.net">admin@daisyshouse.net</a>
DAVID AND MARGARET	3	(840) 208-3657	<a href="mailto:compass@davidandmargaret.org">compass@davidandmargaret.org</a>
FIRST PLACE FOR YOUTH	3, 4, 6, 8	(213) 835-2700	<a href="mailto:applyla@firstplaceforyouth.org">applyla@firstplaceforyouth.org</a>
HUMAN EDVANCEMENT	1, 2	(661) 414-3714	<a href="mailto:thpp-nmd@humanedvancement.org">thpp-nmd@humanedvancement.org</a>
OLIVE CREST	7	(562) 977-6965	<a href="mailto:John-Melena@olivecrest.org">John-Melena@olivecrest.org</a>
PENNY LANE	1, 2	(818) 892-3423	<a href="mailto:nmdapplications@pennylane.org">nmdapplications@pennylane.org</a>
RENAISSANCE	3, 6, 8	(323) 935-1786	<a href="mailto:office@renaissancehousing.org">office@renaissancehousing.org</a>
ST. ANNE'S FAMILY SERVICES	4	(213) 381-2931ext. 409	<a href="mailto:thp_referrals@stannes.org">thp_referrals@stannes.org</a>
WALDEN	1, 2, 3	(747) 248-1588	<a href="mailto:thpintake@waldenfamily.org">thpintake@waldenfamily.org</a>

Participant's Name:	DOB:	Age:
Gender ID:	Preferred Pronoun:	
CSW/DPO Name:		

- 2) CSW/DPO submits an Intake Packet to each THPP-NMD Agency the CSW/DPO is considering for placement of the NMD. Please check the attached documents:

THPP-NMD Application (pgs 2-4; NMD must complete)  
Case Plan  
Health and Education Packet or similar document  
Status Review Court Report  
Transitional Independent Living Plan  
SOC 161  
SOC 162 or 163  
DCFS 6010 or Probation 6010  
Minute Order

- 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](mailto:thpp@dcfs.lacounty.gov) and DPOs may send an email to: [THPPNMD@probation.lacounty.gov](mailto:THPPNMD@probation.lacounty.gov).***

Date Received by Agency:

To be Completed by THPP-NMD agency

Participant's Name:	DOB:	Age:
Gender ID:	Preferred Pronoun:	
CSW/DPO Name:		

(Please TYPE or PRINT your application)

Date:

Youth's Name:	DOB:	Age:
Contact No. Cellular	Email Address:	
Current Address:		
City:	State:	Zip Code:
Gender ID:	Preferred Pronoun:	
Parenting: Yes; No. of Children: No	Expecting: Yes; Due Date: No	

CURRENT PLACEMENT		
STRTP	Foster Home	SILP
Relative; Relationship:		
Other:		
Contact No. Cellular	Email Address:	

PERMANENT ADULT CONNECTION (Person who can always find you)		
Name:	Relationship:	
Contact No. Cellular	Email Address:	
Address:		
City:	State:	Zip Code:

DCFS/PROBATION INFORMATION		
Office Name:		
CSW/DPO:	Contact No.:	Cellular
	Email:	
SCSW/SDPO:	Contact No.:	Cellular
	Email:	
ILP/Transition Coordinator:	Contact No.:	Cellular
	Email:	

Participant's Name:	DOB:	Age:
Gender ID:	Preferred Pronoun:	
CSW/DPO Name:		

## EXTENDED FOSTER CARE ELIGIBILITY CRITERIA

(Attach SOC 161 to this application)

Please select all that apply:

- Complete secondary education/equivalent credential
- Enroll in post secondary/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

<b>EDUCATION</b> (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/VOLUNTEER INFORMATION			
Are you currently employed?		Yes; if yes, complete below: No	
How long have you been employed?		Name of company:	
Address:			
City:		State:	Zip Code:
Previous work/volunteer experience:		Yes; if yes, complete below: No	
Name of Company			
Job/Volunteer position:			

<b>Participant's Name:</b>	<b>DOB:</b>	<b>Age:</b>
<b>Gender ID:</b>	<b>Preferred Pronoun:</b>	
<b>CSW/DPO Name:</b>		

**YOUTH'S PERSONAL STATEMENT**  
(Please Complete or Attach Your Personal Statement)

Tell us about yourself. For example, what do you enjoy doing in your free time? What are your plans for the future? Why do you want to participate in the Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Program? What are your employment goals? What are your educational and/or vocational (trade) goals?

<b>Youth Signature:</b>	<b>Date:</b>
<b>CSW/DPO Signature:</b>	<b>Date:</b>

## THPP-NMD REFERRAL AND SCREENING FORM (RSF)

<b>Agency:</b>		
<b>Participant:</b>	<b>DOB</b>	<b>Age:</b>
<b>Gender ID:</b>	<b>Preferred Pronoun:</b>	

THPP-NMD application 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 application 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
Minute Order	DCFS 6010, or	Probation 6010	
Current Status or Judicial Review/Court Report	TILP		
Other:			

### Outcome of Assessment/Interview

Agency cannot place NMD within 30 business days

NMD was interviewed

**has been accepted, and is projected to move-in on**

is not appropriate for the program

was not interested

NMD was not interviewed

CSW/DPO

did not follow through

did not return phone calls (3 attempts)

NMD

did not follow through

did not return phone calls (3 attempts)

NMD didn't show-up for interview/appointment on

*ALL RSFs are to be sent to the referring CSW/DPO and respective CPM using the guidelines listed below.*

### Process for Appropriate NMDs/Participants

Once the intake packet and additional documentation has been reviewed, the provider will interview appropriate NMDs within 7 business days, 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

THPP-NMD Application

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

CPM or designee will review the submitted items, sign and return the PIAF to authorize or decline placement.

Agency:		
Participant:	DOB	Age:
Gender ID:	Preferred Pronoun:	

**Process for Inappropriate NMDs/Participants\***

Once the intake packet and additional documentation has been reviewed, or after the NMD has been interviewed, and the provider determines the NMD is not appropriate for the program, the provider will notify the referring party of its decision within 3 business days, **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
Denial has been reviewed and approved	SSW                      Program Director
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 Weekly Referral Log

Agency:

Month of

No.	Participant Name (First, Last)	DOB	Gender ID	Preferred Pronoun	Received Date	Referral County Dept.	LA County DCFS Office	Interview/ Review Date	Action (6 options)	# Child Placed Together	Action Date	Length of Referral	Final Entry Date	Processed Entry Date	Comments
1															
2															
3															
4															
5															
6															
7															
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22															
23															
24															
25															

Note(s):



## AFTERCARE CONTACT FORM

Reporting Period:      30 Days      90 Days      6 Months      12 Months

<b>Agency Name:</b>		<b>Exit Date:</b>	
<b>Participant:</b>		<b>DOB:</b>	<b>Age:</b>
<b>Gender ID:</b>	<b>Preferred Pronoun:</b>		

**Planned****Unplanned**

Employed at Exit:	Yes	No
Enrolled in School at Exit (college, high school, etc.)	Yes	No
Destination at Exit:		
Destination Address at Exit:		
Cell Phone:	Email:	
Social Media User Name:		
Permanent Adult Connection Remains the Same:	Yes	No
If marked Yes please write N/A if marked No please explain:		

**Contact Attempts for Reporting Period**

1) Date of Contact:		Method of Contact:	
Employed:	Yes; if employed, please select one:	F/T	P/T
Describe Housing Status:		No	
First Attempt	Second Attempt	Update	
Comments:			
2) Date of Contact:		Method of Contact:	
Employed:	Yes; if employed, please select one:	F/T	P/T
Describe Housing Status:		No	
Comments:			
3) Date of Contact:		Method of Contact:	
Employed:	Yes; if employed, please select one:	F/T	P/T
Describe Housing Status:		No	
Comments:			