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Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 September 6, 2016

LORI GLASGOW
EXECUTIVE OFFICER

September 06, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE A CONTRACT WITH THE YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF GREATER LOS ANGELES FOR WORKFORCE DEVELOPMENT PLUS
INDEPENDENT LIVING SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) is requesting approval to execute a contract with the Young Women's Christian Association of Greater Los Angeles (YWCA) for the provision of Workforce Development Plus Independent Living Services (WD+ILS) to youth ages 18 to 21 who meet the federal participation criteria to remain in Extended Foster Care (EFC).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or his designee, to execute a contract in substantially similar form to Attachment I with the YWCA for the provision of Workforce Development plus Independent Living Services to Non-Minor Dependents (NMDs) effective September 1, 2016, or date of execution, whichever is later, for a period of one year, with two additional one-year renewal options, plus an additional six-month renewal option if necessary. The total annual cost of the contract is \$1,260,000, financed using State Realignment funds. The Director will notify the Board and the Chief Executive Office (CEO) within ten days of the execution of the contract.
2. Delegate authority to the Director of DCFS, or his designee, to exercise each of the two one-year renewal options and the six-month renewal option by written notice, and instruct the Director to notify the Board and the CEO within ten days of issuing the written notice to the contractor.

3. Delegate authority to the Director of DCFS, or his designee, to execute substantially similar contracts with other agencies, should they meet the qualifications, during the term of this contract, to accommodate for increases in the number of youth served, provided that: (a) sufficient funding is available for increases, (b) County Counsel approval is obtained prior to the execution of the contract, and (c) the Director of DCFS notifies the Board and the CEO within ten days of executing the contract.

4. Delegate authority to the Director of DCFS, or his designee, to execute amendments to the contract for changes affecting the scope of work or to any terms and conditions included under this contract provided that: (a) such amendments are consistent with applicable federal, State, and County requirements, (b) prior approval of County Counsel is obtained, and (c) the Director of DCFS notifies the Board and the CEO within ten days of executing such amendment.

5. Delegate authority to the Director of DCFS, or his designee, to amend the contract as needed to increase or decrease the level of services up to 50 percent to accommodate increases or decreases in the number of youth served, provided: (a) applicable federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) prior County Counsel approval is obtained; and (d) the Director notifies the Board and the CEO in writing within ten workdays of executing such amendments.

6. Delegate authority to the Director of DCFS, or his designee, to terminate the contract in the event that the services are no longer needed or if termination is in the best interest of the County, provided that: (a) prior County Counsel and CEO approvals are obtained; and (b) the Director of DCFS, or his designee, notifies the Board and the CEO in writing within ten working days of the termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In April 2015, the County and CDSS' Director, Will Lightbourne, entered into a stipulated judgment in the lawsuit Lightbourne v. County of Los Angeles, et. al., Los Angeles Superior Court Case No. BC580223, which requires the County to provide licensed 72-hour transitional shelter care facilities for the populations of children that were served by the CWC and YWC, within an abbreviated timeframe. The requested approval will enable the County to better comply with the terms set forth in the stipulated judgment to provide adequate and appropriate placement resources and will prevent overstays at the new Transitional Shelter Cares (TSCs) and at the Emergency Response Command Post (ERCP).

DCFS is currently requesting a waiver from the California Department of Social Services (CDSS), so that the YWCA can allow for Non-SILP placement of youth. If the waiver is not granted by the execution date of the contract, then YWCA will only allow for SILP placements, until the waiver is granted.

Implementation of Strategic Plan Goals

The recommended actions are consistent with Strategic Plan Goal #3, Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and efficient public safety services.

FISCAL IMPACT/FINANCING

The Annual Maximum Contract Amount is \$1,260,000, financed with State Realignment funds. The cost per youth per month is \$3,500, with the possibility of up to 30 youth participating in the program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This program is intended to better prepare AB12 youth, who are Non-Minor Dependents (NMDs) ages 18 to 21, to live successful, self-sufficient, independent lives after leaving care. The program will continue services to these youth to help them avoid negative outcomes associated with transitioning out of foster care, such as homelessness, incarceration, unemployment, and unfinished education. Services to be provided under this program include residential housing, educational and vocational training, and transitional support to ensure self-sufficiency. Agencies providing these services should also have the ability to continue the provision of similar services to young adults ages 21 to 24, with no funding from DCFS. An important component of this contract would be an agency's ability to accept NMDs ages 18 to 21 on both planned and emergent bases, as youth may require immediate placement without notice at any time, 24 hours a day, 7 days a week. The agency must have the capacity to engage youth on various levels in order to facilitate successful program outcomes. Foster youth will gain soft skills, technical skills, life skills linkages, and personalized career transition services that lead to long-term employment, career advancement, or continued education.

CONTRACTING PROCESS

On March 16, 2016, DCFS notified the Board of the intent to negotiate a contract with the YWCA, and proceeded with negotiations effective April 19, 2016.

DCFS released a Request for Information (RFI) for Workforce Development, Job Placement, and Independent Living Support Services on December 31, 2015 to determine the level of interest in the program. Of the three agencies that submitted Statements of Information, only one, the YWCA, met the profile of a qualified agency as detailed in the RFI. DCFS is requesting delegated authority to negotiate contracts with the other two agencies, if they meet the profile requirements at a future time.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will help to ensure that DCFS is compliant with the terms of the agreement with the California Department of Social Services (CDSS) related to the recruitment and retention of adequate and appropriate placement resources and will also prevent overstays at both TSCs and ERCP.

CONCLUSION

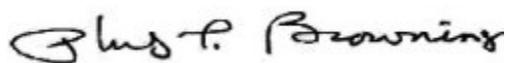
Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to DCFS.

The Honorable Board of Supervisors

9/6/2016

Page 4

Respectfully submitted,

A handwritten signature in black ink that reads "Philip L. Browning". The signature is written in a cursive style with a large initial "P".

PHILIP L. BROWNING

Director

PLB:KRLTI:ct

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF GREATER
LOS ANGELES**

FOR

**WORKFORCE DEVELOPMENT PLUS INDEPENDENT LIVING
SERVICES**

**CONTRACT PROVISIONS
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND YOUNG WOMEN’S CHRISTIAN ASSOCIATION OF GREATER
LOS ANGELES
FOR
WORKFORCE DEVELOPMENT PLUS INDEPENDENT LIVING
SERVICES**

This Contract (“Contract”) made and entered into this ____ day of _____, 2016 by and between the County of Los Angeles, hereinafter referred to as County and Young Women’s Christian Association of Greater Los Angeles (YWCA), hereinafter referred to as “Contractor”. YWCA is located at Los Angeles, California.

RECITALS

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Workforce Development Plus Independent Living Services (WD+ILS); and

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

WHEREAS, this Contract shall provide services pursuant to the provisions of the Social Security Act Title IV-E, Section 477 and State Senate Bill 654; and

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

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, B, C, D, E, F, G, H, I, J, K and L 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 shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

- EXHIBIT A-1 Extended Foster Care Definitions of the Five Participation Conditions
- EXHIBIT A-2 Hired/Terminated Employees and Volunteers Report
- EXHIBIT A-3 WD+ILS Placement Agreement (non-SILP)
- EXHIBIT A-3b WD+ILS Service Agreement (SILP)
- EXHIBIT A-4 Support Services
- EXHIBIT A-5 Agency Census Monthly Report
- EXHIBIT A-6 WD+ILS Referral and Screening Form
- EXHIBIT A-7 Declaration in Support of Access of Juvenile Records (DCFS 4389)
- EXHIBIT A-8 Unit Verification Form
- EXHIBIT A-9 WD+ILS Program Participation Form
- EXHIBIT A-10 Workforce Development Program Handbook and Policies
- EXHIBIT A-11 Foster Youth Bill of Rights
- EXHIBIT A-12 Personal Rights
- EXHIBIT A-13 Legal Rights of Teens in Out of Home Care
- EXHIBIT A-14 NMD Inventory Form
- EXHIBIT A-15 Furniture Inventory Form
- EXHIBIT A-16 Report Outline
- EXHIBIT A-17 Progress/Quarterly Report
- EXHIBIT A-18 Special Incident Reporting Guide for WD+ILS
- EXHIBIT A-19 Weekly Dormitory Inspection Sheet
- EXHIBIT A-20 Medication Log
- EXHIBIT A-21 Release of DCFS Case Records to Service Providers
- EXHIBIT A-22 Exit Survey
- EXHIBIT A-23 Aftercare Contact Form
- EXHIBIT A-24 Performance Requirements Summary
- EXHIBIT A-25 Line Item Budget
- EXHIBIT A-26 Budget Narrative

1.2 EXHIBIT B - Contractor's EEO Certification

1.3 EXHIBIT C-1 Contractor Acknowledgment and Confidentiality Agreement

1.4 EXHIBIT C-2 Contractor's Employee Acknowledgment and Confidentiality Agreement

- 1.5 EXHIBIT C-3 Contractor's Non-Employee Acknowledgment and Confidentiality Agreement
- 1.6 EXHIBIT D - Auditor-Controller Contract Accounting and Administration Handbook
- 1.7 EXHIBIT E - Community Business Enterprise Form (CBE)
- 1.8 EXHIBIT F - Internal Revenue Service Notice 1015
- 1.9 EXHIBIT G - Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
- 1.10 EXHIBIT H - Safely Surrendered Baby Law
- 1.11 EXHIBIT I - Contractor's Administration
- 1.12 EXHIBIT J - County's Administration
- 1.13 EXHIBIT K - Charitable Contributions Certification
- 1.14 EXHIBIT L - Certification of Compliance with the County's Defaulted Property Tax Reduction Program

This Contract constitutes 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 shall be valid unless prepared pursuant to subsection 8.1 - Amendments and signed by both parties.

2.0 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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Chief Executive Office or Chief Executive Officer** – means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.2 **Contract** – means an agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.3 **Contractor** – means the sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.4 **County** – means the County of Los Angeles and includes the Department of Children and Family Services.

- 2.5 **County's Board of Supervisors** – means the governing body of the County of Los Angeles.
- 2.6 **County Program Manager** – means the County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.7 **Day or Days** – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 2.8 **DCFS** – means County's Department of Children and Family Services.
- 2.9 **Director** – means County's Director of the Department of Children and Family Services or his or her authorized designee.
- 2.10 **Fiscal Year(s)** – means the 12 month period beginning July 1st and ending the following June 30th.
- 2.11 **Maximum Contract Sum** – means the total amount to be paid under this contract.
- 2.12 **Overpayments** – means those payments defined by MPP 43-304.1.11 “any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled or an expenditure made by a Group Home provider not in conformity with Section 11-404.” Amounts a provider are not entitled to also includes amounts paid where the provider did not care for the child for the period of time the child was no longer in the home and may include a temporary absence. AFDC-FC Overpayments are governed by MPP 11-425, 22-001, 22-003, 22-009 and 45-302 through 45-306 and 11-404 inclusive.
- 2.13 **Participant** – means a person who partakes of the services the Contractor is obligated to perform for County under this contract.
- 2.14 **Program** – means the work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.15 **Subcontract** means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.16 **State** – means the government of California.
- 2.17 **State Manual of Policies and Procedures** – means the regulations found in the Manual of Policies and Procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on August 1, 2016 or the date of execution by the Director of the Department of Children and Family Services (DCFS), whichever is later, and shall expire on July 31, 2017 or one year from the date of execution by the Director of Children and Family Services, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

- 4.2 The County shall have the sole option to extend this Contract term for up to two additional one-year periods and six (6) months extensions, for a maximum total Contract term of three years and six months. Each such extension option may be exercised at the sole discretion of the Director, by written notice to the Contractor, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.

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.

- 4.3 The County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor shall not begin any services under this Contract without such written start work notice from the County. The County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor shall stop work immediately upon receipt of such written stop work notice.
- 4.4 The Contractor shall notify DCFS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DCFS Program Manager at the address herein provided in Exhibit J - County's Administration.

5.0 CONTRACT SUM

- 5.1 The Maximum Contract Sum for this Contract is \$3,780,000.
- 5.2 County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County shall compensate Contractor, as specified in Exhibit A-25, Line Item Budget, for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.6, Invoices and Payments, of this Contract.
- 5.3 The Contractor shall 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 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, shall not occur except with the County's express prior written approval.

5.4 The Contractor shall 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 shall send written notification to County at the address herein provided in Exhibit J, County's Administration.

5.5 **No Payment for Services Provided Following Expiration – Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the 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 the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 **Invoices and Payments**

5.6.1 The Contractor's budget is attached hereto and incorporated by reference herein as Exhibit A-25, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

5.6.2 The Contractor has prepared and submitted to County a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract. Budgeted expenses shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.

5.6.3 Time is of the essence with regard to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit

or deprive a party of the benefits of any grace or use period allowed in this Contract.

- 5.6.4 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice County monthly in arrears at the rate of \$3,500.00 per youth, as supported by the Budget, in the format prescribed by the County, and shall not exceed the monthly maximum billable amount of \$105,000, which is equivalent to the maximum contracted number of 30 beds. Contractor shall be paid only for the work performed as outlined in Section 5.6.5, 5.6.6, and 5.6.7 of this section and as specified in the Contract and any amendments thereto.
- 5.6.5 Contractor shall be guaranteed five days prorated remuneration for all youth accepted for intake as described in the Statement of Work, Section 8.0, Referral, Intake, and Screening Process. The "5-Day Program Suitability Assessment" is afforded each youth and will begin once the WD+ILS Placement Agreement (Exhibit A-3) or Services Agreement (A-3b) has been signed by DCFS and Contractor. The Contractor will have the ability to invoice for the Assessment Period regardless of the youth's program participation status, in accordance with Section 5.6.4. This five day assessment payment guarantee applies to youth on AWOL or youth requiring Immediate Termination from the program.
- 5.6.6 Contractor shall receive the full established monthly rate for all youth who remain in the program starting day six following the Program Suitability Assessment period. This shall hold true for each and every subsequent month or portion thereof, in which a youth is enrolled in the program. The Contractor can bill for the full rate whether the youth remained in the program 1 or 31 days for that month, in accordance with Section 5.6.4.
- 5.6.7 If the Contractor terminates the youth from the program for reasons other than AWOL, criminal activity (to include possessing contraband), or the youth being a danger to themselves or others, the Contractor will receive a prorated reimbursement for that period, in accordance with Section 5.6.4.
- 5.6.8 Contractor, without prior approval of County, may reallocate up to a maximum of five percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line item budget reallocations above the five percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the County Program Manager.

- 5.6.9 Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 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 shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.
- 5.6.10 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular 122 and OMB Circular 133. Contractor is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 5.6.11 Contractor shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the County Program Manager for review and approval, as follows:
- County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020
- And a duplicate copy of the invoice to:
- County of Los Angeles
Department of Children and Family Services
Attention: Robbie Odom, Program Manager
9320 Telstar Avenue, Suite 216
El Monte, CA 91731
- 5.6.12 Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.6.13 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

5.6.14 Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.

5.6.14.1 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.

5.6.14.2 If County identifies an overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, County will comply with MPP 45-304.1.122 and 126. County will provide Contractor with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by Contractor. The repayment agreement will be in compliance with MPP 45-305.2.231 (a)-(d).

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

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

5.6.15.2 If not resolved voluntarily, County may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. Contractor may request an informal hearing and/or State Fair Hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. Contractor will have 30 days from the

date County mails the State Form Notice of Action 1261 to request the informal hearing.

5.6.15.3 If the informal hearing is requested, County will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. Contractor, if forgoing an informal hearing, must request the State Fair Hearing within 90 days from the date County mailed the State Form Notice of Action 1261.

5.6.15.4 If Contractor has requested an informal hearing and desires a State Fair Hearing, Contractor must request the State Fair Hearing within 90 days of the date that Contractor did not appear at the informal hearing, the date of the informal decision by County, or the date of withdrawal of request for informal hearing, whichever is earlier. Once due process has expired or administrative remedies are exhausted in favor of County, County may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the Contract, by and between County and Contractor.

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

5.6.16 Contractor is responsible for the accuracy of all invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County within 30 days of any overpayments received by Contractor.

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

5.6.16.2 In the event Contractor identifies an excess payment made by County, Contractor shall notify County by written notice and upon written confirmation by County of the excess payment amount, Contractor shall return all excess payments within 30 days to:

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

And a duplicate copy of the notices/payment to:

County of Los Angeles
Department of Children and Family Services
Attn: Robbie Odom, Program Manager
9320 Telstar Avenue, Suite 216
El Monte, CA 91731

5.6.16.3 Contractor shall return the excess payment to County, or enter into a payment agreement with County, to repay the excess amount received, within another mutually agreed upon time frame. Contractor may register a notice of dispute with accompanying documents to:

DCFS Finance Services Division
Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

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

5.6.17 Contractor shall not be paid for expenditures beyond the Maximum Contract Sum, and Contractor agrees that County has no obligation,

whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Contract Sum.

5.6.18 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 or supplemental information are not provided to County on 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.

5.6.18.1 County has the right to delay payment or not make payment, per MPP 45-303.2-.5, if the Contractor does not submit invoices and the provision of requested information, by a certain date. Delay in providing this information as set forth, may result in delay of payment, not to exceed 15 days from the date after the information is submitted to County, including relevant verifications, upon County request. The failure to provide required confirmation may result in County not making payment.

5.6.19 County Approval of Invoices

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

5.6.20 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.7 Salaries and Compensation

5.7.1 Executive Compensation

5.7.1.1 All executive compensation shall be reported for each executive officer. The reasonableness standards and criteria for executive compensation are contained in Internal Revenue Code Section 4958. This rule shall apply to all individuals of the non-profit corporation deemed by the Internal Revenue Service (IRS) to be anyone in a position to exercise substantial influence over a non-profit corporation’s affairs. This rule may apply to the individual’s immediate family as well as to family-controlled entities. Compensation provided in accordance with Internal Revenue Code Section 4958 shall be deemed to be reasonable for the purposes of reporting AFDC-FC costs.

5.7.2 Social Work Services

5.7.2.1 Salaries for Social Work services shall be for the reasonable social work activities as defined in Section 11-400s (4) of the California Department of Social Services Manual of Policies and Procedures (MPP).

5.7.3 In the event County discovers an Excess Salary or Excess Compensation, or Excess Benefits payment was made to Contractor which can be defined as a collectable Overpayment, Contractor may avail of the informal and formal hearing procedures provided for in MPP 45-306. Once due process has expired, or administrative remedies are exhausted in favor of County, County may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the Contract, by and between County and Contractor.

5.8 Use of Donated Funds

5.8.1 Contractor shall not commingle funds paid by County to the Contractor for the purchase of goods or the provision of services performed pursuant to this Contract with any other funds, regardless of the source of those other funds.

5.8.2 If Contractor uses any donated funds to pay for any expenses related to the purchase of goods or the provision of services performed pursuant to this Contract, then the Contractor shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The Contractor shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, Contractor's accounting records shall conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of the Office of Management and Budget (OMB) Super Circular; and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit D).

5.8.3 Contractor must also conform to the audit provisions in OMB Super Circular, or any publication that supersedes these OMB circulars. The applicable provisions of CDSS CCLD Manual of Policy and Procedures (MPP) Sections 11-402, 11-403, 11-404, and 11-405 and Exhibit D – Auditor-Controller Contract Accounting and Administration Handbook.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subsections are designated in Exhibit J, County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Program Director

The role of the County's Program Director may include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Program Manager

The role of the County's Program Manager is authorized to include:

- ensuring that the objectives of this Contract are met;
- responsible for overseeing the day-to-day administration of this Contract;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with the Contractor's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.3 County's Contract 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 shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved,

excused or limited thereby. The Program Monitor reports to the County's Program Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

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

7.1 Contractor's Program Director

7.1.1 The Contractor's Program Director is designated in Exhibit I, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Program Director.

7.1.2 The Contractor's Program Director shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Program Manager and County's Contract Program Monitor on a regular basis.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

7.4 Background and Security Investigations

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

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract at any time during the term of the Contract. Contractor shall comply with

County's request 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.

- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this subsection 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.4.5 Contractor shall immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to Contractor.
- 7.4.6 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with this Section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with

a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit C-1.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit C-2. Contractor shall maintain in its files copies of such executed Agreements.
- 7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit C-3. Contractor shall maintain in its files copies of such executed Agreements.
- 7.5.7 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.5.8 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.
- 7.5.9 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Changes

- 8.1.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 8.1.
- 8.1.2 Except as provided in this Section 8.1, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS.
- 8.1.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
 - 8.1.4.1 The amendment shall be in compliance with applicable County, State and Federal regulations; and
 - 8.1.4.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and
 - 8.1.4.3 The amendment is for a decrease, or an increase of not more than 10 percent (10%) correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
 - 8.1.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.2 Americans with Disabilities Act (ADA)

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

8.3 Assignment and Delegation

- 8.3.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subsection, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.3.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.3.3 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, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.4 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.

8.5 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any

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

8.6 Child Abuse Prevention Reporting

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

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

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

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

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

8.7 Community Business Enterprise Program

In accordance with County policy, Contractor has submitted a true and correct copy of the Certification Application, which is attached as Exhibit E.

8.8 Complaints

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

8.8.1 Within five business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.8.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.8.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.8.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.8.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five business days of receiving the complaint.
- 8.8.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.8.7 Copies of all written responses shall be sent to the County's Program Manager within three business days of mailing to the complainant.

8.9 Compliance with Applicable Law

- 8.9.1 In the performance of this Contract, Contractor shall 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. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
 - 8.9.1.1 Contractor acknowledges that this Contract will be funded, in part, with Federal funds; therefore, Contractor agrees that it shall comply with all applicable Federal laws and regulations pertaining to such Federal funding. Said Federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
 - 8.9.1.2 For contract over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

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

8.9.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.9 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.10 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 shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit B - Contractor's EEO Certification.

8.11 Compliance with the County's Jury Service Program

8.11.1 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, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.11.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subsection, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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 twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this subsection. The provisions of this subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall 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 the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of

“Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this subsection of this 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 the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.12 Conduct of Program

Contractor shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by Contractor to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

8.13 Conflict of Interest

- 8.13.1 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, shall 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 shall 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.
- 8.13.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 shall immediately make full written disclosure of such facts to the County. Full written disclosure shall 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 subsection shall be a material breach of this Contract.

8.14 Consideration of Hiring County Employees Targeted for Layoff or 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 shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.15 Consideration of Hiring GAIN-GROW Participants

8.15.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.

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

8.16 Contract Accounting and Financial Reporting

8.16.1 Contractor shall establish and maintain an accounting system, have in place the necessary management tools and infrastructure capable of performing the administrative, financial and management information system functions, including contracting billing records management and quality assurance, as described in Exhibit D, Auditor-Controller Contract Accounting and Administration Handbook.

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

8.17 Contractor Responsibility and Debarment

8.17.1 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.

8.17.2 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 the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.17.3 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.

8.17.4 Contractor Hearing Board

1. 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.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall

be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. 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.
 5. 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
 6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.17.5 A registry of Debarred Contractors for Los Angeles County, State and Federal agencies may be obtained by going to the following websites:
- County: http://lacounty.info/doing_business/DebarmentList.htm
 - State: <http://www.dir.ca.gov/dlse/debar.html>
 - Federal: <http://www.epls.gov/epls/search.do?multiName=true>

8.17.6 **Sub-Contractors of Contractor**

These terms shall also apply to Sub-Contractors of County Contractors.

8.18 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 a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

8.19.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts 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.

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

8.20 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and 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.

8.21 Damage to County Facilities, Buildings or Grounds

8.21.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.21.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.22 Employee Benefits and Taxes

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

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

8.23 Employment Eligibility Verification

8.23.1 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 shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.24 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but

not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.25 Fixed Assets

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

8.26 Force Majeure

- 8.26.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), 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 subsection as "force majeure events").
- 8.26.2 Notwithstanding the foregoing, a default by a Sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Sub-Contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subsection, the term "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors at any tier.
- 8.26.3 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.

8.27 Former Foster Youth Consideration

8.27.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employee, and GAIN/GROW participants as described in Sections 8.14 and 8.15 respectively) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

- 8.27.2 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 8.27.3 Contractor is exempt from the provisions of this Section if it is a governmental entity.

8.28 Governing Law, Jurisdiction, and Venue

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

8.29 Independent Contractor Status

- 8.29.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.29.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment

benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.29.3 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 shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.29.4 The Contractor shall adhere to the provisions stated in Subsection 7.5 - Confidentiality.

8.30 Indemnification

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

8.31 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 shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.31 and 8.32 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.

8.31.1 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, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any

required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

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

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

8.31.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the

Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.31.3 Cancellation of or Changes in Insurance

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

8.31.4 Failure to Maintain Insurance

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

8.31.5 Insurer Financial Ratings

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

8.31.6 Contractor's Insurance Shall Be Primary

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

8.31.7 Waivers of Subrogation

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

8.31.8 Sub-Contractor Insurance Coverage Requirements

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

8.31.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.31.10 Claims Made Coverage

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

8.31.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.31.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

8.31.13 **Alternative Risk Financing Programs**

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

8.31.14 **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.

8.32 **Insurance Coverage**

8.32.1 **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

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

8.32.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements

of any federal workers or workmen's compensation law or any federal occupational disease law.

8.32.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) 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 three (\$3) million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Crime Coverage**

Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee. A Fidelity Bond or Crime Insurance policy with limits of not less than \$500,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

Employee Dishonesty:	\$500,000
Forgery or Alteration:	\$500,000
Theft, Disappearance and Destruction:	\$500,000
Computer Fraud:	\$500,000
Burglary and Robbery:	\$500,000

8.33 **Liquidated Damages**

8.33.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and

obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.33.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her 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 Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-24 Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.33.3 The action noted in subsection 8.33.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.33.4 This subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subsection 8.33.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.34 Mandatory Requirement to Register on County's WebVen

Contractor represents and warrants that it has registered in the County's WebVen. Prior to a contract award, all potential contractors must register in the County's WebVen. The WebVen contains the vendor's business profile and

identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm (There are underscores in the address between the words 'doing business' and 'main db').

8.35 Most Favored Public Entity

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

8.36 Nondiscrimination and Affirmative Action

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

8.36.2 The Contractor shall certify to, and comply with, the provisions of Exhibit B – Contractor's EEO Certification.

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

8.36.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, 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.

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

8.36.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify

compliance with the provisions of this subsection 8.36 when so requested by the County.

8.36.7 If the County finds that any provisions of this subsection 8.36 have been violated, such violation shall 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 shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.36.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.37 Non Exclusivity

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

8.38 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.39 Notice of Disputes

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

8.40 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, attached hereto as Exhibit F.

8.41 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.42 Notices

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

8.43 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 shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.44 Public Records Act

8.44.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subsection 8.46 - Record Retention and Inspection-Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.44.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including

reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.45 Publicity

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.

8.45.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subsection 8.45 shall apply.

8.46 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall 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, shall 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, shall be kept and maintained by the Contractor and shall 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 shall 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 shall 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.

- 8.46.1 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 shall 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. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.46.2 Failure on the part of the Contractor to comply with any of the provisions of this subsection 8.46 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.46.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.46.4 Contractor shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, Contractor shall forward copies of such reports to DCFS.

8.47 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.

8.48 Shred Document

- 8.48.1 Contractor shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and

labeled “shred” until they are destroyed. No confidential documents and papers are to be recycled.

- 8.48.2 Documents for record and retention purposes in accordance with Section 8.46 (Record Retention and Inspection/Audit Settlement of this Contract) are to be maintained for a period of five (5) years.

8.49 Subcontracting

- 8.49.1 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.
- 8.49.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County’s request:
- A description of the work to be performed by the Sub-Contractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.49.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.
- 8.49.4 The Contractor shall 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.
- 8.49.5 The County’s consent to subcontract shall not waive the County’s right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.
- 8.49.6 The County’s Program Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.49.7 The Contractor shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of County Program Manager all the following documents:

- 8.49.7.1 An executed Exhibit C-2, Contractor's Employee Acknowledgment and Confidentiality Agreement, executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 8.49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Insurance Coverage Requirements, of this Contract, and
- 8.49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.
- 8.49.8 The Contractor shall provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.
- 8.49.9 No Subcontract shall alter in any way any legal responsibility of Contractor to County. Contractor shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 8.49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 8.49.11 The Contractor shall be solely liable and accountable for any and all payments or other compensation to all Sub-Contractor's engaged hereunder and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.50 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 subsection 8.50 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subsection 8.52 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.51 Termination for Convenience

- 8.51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by

notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.51.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subsection 8.46, Record Retention and Inspection-Audit Settlement.

8.52 Termination for Default

- 8.52.1 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 Program Manager:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.52.2 In the event that the County terminates this Contract in whole or in part as provided in subsection 8.52.1, 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 shall 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 shall continue the performance of this Contract to the extent not terminated under the provisions of this subsection.
- 8.52.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in subsection 8.52.2 if its failure to perform this Contract arises out of

causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subsection, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

8.52.4 If, after the County has given notice of termination under the provisions of this subsection 8.52, it is determined by the County that the Contractor was not in default under the provisions of this subsection 8.52 or that the default was excusable under the provisions of subsection 8.52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subsection 8.51 - Termination for Convenience.

8.52.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in subsection 8.52.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of subsection 8.52.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

8.52.5.1 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.30, Indemnification.

8.52.6 The rights and remedies of the County provided in this subsection 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 Termination for Improper Consideration

8.53.1 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 this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.53.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.54 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor shall 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.

8.54.2 The rights and remedies of the County provided in this subsection 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 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, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. 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 shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.56 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.57 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 audit by DCFS, County's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, Contractor shall pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.

8.58 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.59 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subsection 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.60 Warranty Against Contingent Fees

8.60.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or

contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.60.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.61 Warranty Against Exclusion, Debarment or Suspension

Contractor certifies that neither it nor its principals are presently debarred, excluded, suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. Contractor must notify County Program Manager within 30 days if debarred excluded or suspended by any governmental entity during the Contract period.

8.62 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.

8.63 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 Section 8.62 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall 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 ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.64 Time Off for Voting

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere

where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Local Small Business Enterprise Preference Program

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. 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 shall also apply to any business 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 State, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subsection 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subsection 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this subsection 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or

copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Transitional Job Opportunities Preference Program

County's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate Transitional Job Opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to reenter the workforce.

Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.

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

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

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. 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 shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

PHILIP L. BROWNING, Director
Department of Children and Family Services

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

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

WORKFORCE DEVELOPMENT PLUS INDEPENDENT LIVING SERVICES

STATEMENT OF WORK

**WORKFORCE DEVELOPMENT + INDEPENDENT LIVING SERVICES
STATEMENT OF WORK**

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STATEMENT OF WORK

PART A – PREAMBLE

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

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

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; and 3) Integrated Services Delivery. 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 (improved safety, improved permanence, and a reduced reliance on out-of-home care) in order to achieve positive outcomes for children and families. On March 2, 2010, a fourth outcome goal, self-sufficiency, was adopted to recognize that the plight of transition-age youth is dire and their needs must be addressed.

The Workforce Development Plus Independent Living Services (WD+ILS) was designed to provide selected independent living opportunities for eligible Non-Minor Dependents (NMDs) under the supervision of child protective services, who are between the ages of 18 and 21, to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing and supportive services. WD+ILS services are available and provide up to 30 NMDs the opportunity to live in a single-unit occupancy residential housing with supervision and support services such as:

- Emergent Placements (including the ability to receive youth 24/7, including weekends and holidays)
- Vocational Testing
- Vocational Training (On a variety of fields)
- Job Placement Assistance (including 12-month follow up assistance with placement and supports)
- Case Management Services
- Independent Living Supportive Services
- Educational Testing
- Secondary and Post-Secondary Educational Assistance
- In-House Counseling and Mental Health Services
- Substance Abuse Treatment or Assistance
- Transportation Assistance

On September 30, 2010, Assembly Bill 12 (AB 12) Extended Foster Care (EFC) was signed into law. AB 12 allows California to extend foster care up to age 21 for young adults who meet the federal participation conditions for continued eligibility after age 18, including those served under the State Title IV-E agreement. The five participation conditions (Exhibit A-1) are as follows:

1. Completing a secondary education or a program leading to an equivalent credential;
2. Enrolled in an institution which provides postsecondary or vocational education;
3. Participating in a program or activity designed to promote, or remove barriers to, employment;

4. Employed for at least 80 hours per month; or
5. Incapable of doing any of the activities (1-4 above), due to a medical condition; and that incapability is supported by regularly updated information in the case plan of the NMD.

Those youth who remain in EFC are referred to as NMDs. Program participants must have NMD status; however, this contract shall have the flexibility to serve youth as a Supervised Independent Living Placement (SILP) or non-SILP placement. Although the core services will remain the same, there are slight programmatic differences, which will be delineated throughout this document.

A SILP is a self-selected flexible placement setting that can include an apartment, shared living situations, room and board arrangements, or college dorms. SILPs for eligible NMDs must be approved by the COUNTY before NMDs can reside in these settings. Job Corps housing is exempt from the SOC 157B housing inspection checklist that is required to approve a SILP.

A Non-SILP is a placement setting where NMDs, between the ages of 18 and 21, are placed by DCFS to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing and supportive services. Youth are afforded the opportunity to live in a single-unit occupancy housing with supervision and supportive services.

All WD+ILS placements are considered Supervised Independent Living Placement Plus (SILP+), an enhanced placement setting, which includes a wide variety of workforce development services, resources, and independent living skills and training.

DCFS has established the following priorities for WD+ILS NMD: (1) Safety and (2) Well-Being/Self-Sufficiency.

1. Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwilling or unable to meet the NMDs needs). The Performance Outcome Summary addressing this priority in a WD+ILS setting is found in this Statement of Work (SOW), Part C, Section 1.0.
2. Well Being/Self-Sufficiency: The priorities in this SOW refer to workforce development, job placement, and independent living support services, as well as a number of other items especially relevant to a WD+ILS setting. The Performance Outcome Summary addressing this priority in a WD+ILS setting is found in this SOW, Part C, Section 2.0. The Department envisions that youth exiting WD+ILS will attain a level of independence, self- sufficiency, and workforce proficiency.

2.0 SERVICE DELIVERY SITES

2.1 CONTRACTOR's residential and support services will be delivered at 1215 Lodi Place, Los Angeles, CA 90038.

2.2 CONTRACTOR's workforce development services will be delivered at various sites, dependent upon the workforce development program enrollment.

2.3 Residential Housing

2.3.1 CONTRACTOR shall ensure that WD+ILS Site and Units are in compliance with all local housing regulations and ordinances.

2.3.2 CONTRACTOR shall display Certificate of Occupancy in a common area.

2.3.3 WD+ILS Site shall be in close proximity to the following: public transportation, grocery store, medical care, laundry, and dry cleaning services.

2.3.4 CONTRACTOR shall notify the Out-of-Home Care Management Division (OHCMD) Contract Program Manager (CPM), in writing, within 24 hours when a WD+ILS Unit is available and when there is a change in the condition of a WD+ILS Site or Unit.

2.4 Unit Requirements

2.4.1 CONTRACTOR shall ensure the following basic requirements for each Unit are met:

- a. One twin bed and mattress
- b. Two linen sets (new or commercially laundered and sealed)
- c. Mirror
- d. Dresser
- e. Desk and Chair

2.4.2 CONTRACTOR shall meet the following requirements:

2.4.2.1 CONTRACTOR shall place only one WD+ILS NMD in a single unit at any given time.

2.4.2.2 CONTRACTOR shall maintain an operable fire extinguisher or sprinkler system in each WD+ILS Unit and service/replace as necessary.

- 2.4.2.2.1 Provide training to NMD on the use of the fire extinguisher, if applicable. Proof of training shall be filed in the NMD's file.
- 2.4.2.3 Provide NMDs access to a landline telephone.
- 2.4.2.4 Units shall have drawer space for the NMD's belongings and closet space to accommodate his/her clothing and personal belongings.
- 2.4.2.5 Upon placement, each NMD shall be provided linen and a comfortable mattress and box spring in good condition.
- 2.4.2.6 CONTRACTOR shall install a working fire detection system. Minimally, each unit and hallway shall have a working smoke detector. Sprinkler systems exceed this requirement.
- 2.4.2.7 A working carbon monoxide detector in the hallway is required.
- 2.4.2.8 CONTRACTOR shall provide a minimum of three on-site parking spaces for NMDs who own vehicles.
- 2.4.2.9 Unit(s) shall be adequately furnished with furniture in good and safe condition based on visual and physical inspection by CONTRACTOR.
- 2.4.2.10 Furniture that is worn and no longer usable for its purpose shall be replaced within five business days of discovery.
- 2.4.2.11 Units shall have appropriate window treatments that provide privacy such as blinds, curtains, or drapes.
- 2.4.2.12 Units shall be repainted as needed and in accordance with local tenant housing laws.
- 2.4.2.13 Carpet shall be replaced as needed and in accordance with local tenant housing laws.
- 2.4.2.14 Fire Clearances shall be secured and maintained as required by CONTRACTOR for each Unit.
- 2.4.2.15 Copies of a current emergency plan specific to Unit location shall be given to each NMD upon placement.

3.0 STAFFING RATIOS AND QUALIFICATIONS

3.1 Staffing Ratios

CONTRACTOR shall maintain, at a minimum, the following staffing ratios.

3.1.1 One **Residential Program Manager** (RPM) that meets the qualifications set forth in Section 3.2.1 below.

3.1.1.1 The RPM must work at least 32 hours per week and may also serve in another personnel capacity, provided he/she meets the applicable qualifications of each position, not to exceed 56 hours per week.

3.1.2 A **Residential Program Supervisor** (RPS) shall be available 24 hours a day, 7 days a week for every two Residential Advisors, and meet the qualifications set forth in Section 3.2.2 below.

3.1.2.1 A Residential Program Supervisor may function as a Residential Advisor when supervising fewer than two Residential Advisors, and shall be allowed to carry **no more than** three cases under any circumstances.

3.1.3 One **Residential Advisor** (RA) who meets the qualifications set forth in Section 3.2.3 must be on site for every six NMDs from 7:00 AM to 11:00 PM and one Residential Advisor for every fifteen NMDs after 11:00 PM.

3.1.3.1 CONTRACTOR shall obtain prior written approval from the CPM for any reduction of aforementioned staffing ratios.

3.2 Minimum Qualifications

3.2.1 CONTRACTOR RPM shall possess the following minimum qualifications prior to employment:

3.2.1.1 Have a Master's Degree in social work, education, or a related field from an accredited graduate school or a graduate program approved by the California Bureau for Private Post-Secondary Education with at least three years of providing services to foster or probation transitional age youth AND at least three years administrative or supervisory experience – **OR** –

Have a Bachelor's Degree from an accredited college or university with at least five years of experience providing

services to foster or probation transitional age youth AND at least five years administrative or supervisory experience.

3.2.2 CONTRACTOR Residential Program Supervisor shall possess the following minimum qualifications:

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

OR

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

OR

3.2.2.3 Five years of experience providing training, counseling, tutoring, or case management to foster or other at-risk youth.

3.2.3 CONTRACTOR Residential Advisor shall possess the following minimum qualifications:

1. High school diploma, GED, or equivalent
2. Valid driver's license and insurance
3. CPR and First Aid Training (must obtain prior to interacting with NMDs)
4. 21 years of age or older
5. One year full-time experience, or its equivalent, working with the target population or age group

OR

- 1a Two years full-time experience, or its equivalent, working with the target population or age group **and**
- 2b Completion, with a passing grade from an accredited or approved college or university, of 15 college semester or equivalent quarter units in behavioral science, nine units of which must be in courses relating to children with behavioral problems which may be the result of abuse,

neglect, or emotional trauma. The courses may include, but are not limited to, curriculums in Corrections, Psychology, Social Work, or Social Welfare.

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

3.2.5 CONTRACTOR may submit a waiver request to the CPM to consider applicant(s) with an exception to the above requirements (4,5,1a) to be employed as CONTRACTOR'S Residential Advisor.

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

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

3.2.7 CONTRACTOR shall immediately prohibit all employees and volunteers, who the CPM has determined to be inappropriate, from having further contact with WD+ILS NMDs.

3.2.7.1 Prior to any direct contact with WD+ILS NMDs, each employee and volunteer must have COUNTY approval and CONTRACTOR certification.

3.3 Certification and Training

3.3.1 CONTRACTOR agrees to certify, train, and monitor staff and volunteers who will provide direct services and support to WD+ILS NMDs.

3.3.2 CONTRACTOR shall certify and train all staff having direct contact with WD+ILS NMDs, in compliance with CCR, Title 22, Sections 80065 and 86065.

3.3.3 CONTRACTOR shall ensure that all WD+ILS staff is trained in CPR and First Aid, and shall maintain an age appropriate certification in CPR from persons qualified to provide such training.

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

3.3.4 CONTRACTOR shall ensure that all WD+ILS staff having direct contact with NMDs receives on an annual basis at least 20 hours

training (in addition to CPR and First Aid) in topics related to the target populations.

3.4 Criminal Clearance

3.4.1 In the event the CONTRACTOR becomes aware of a criminal complaint filed against any employee or volunteer, or an allegation of child endangerment made within the scope of their employment with the CONTRACTOR, the CONTRACTOR agrees to immediately notify the CPM.

3.4.2 CONTRACTOR shall prohibit employee/staff from further contact with all NMDs until the CPM has conducted an investigation into the allegation(s) or complaint(s) and has provided written approval for the staff/volunteer to resume their normal duties.

3.4.3 The CPM shall have up to 90 days to review the allegations or complaints to determine whether it would be inappropriate for the person to continue to be employed by or serve as a volunteer for the CONTRACTOR.

3.4.3.1 The CPM shall notify the CONTRACTOR in writing if additional time is needed to complete the investigation.

3.4.4 If the CPM determines that it is inappropriate for the person to continue to work with WD+ILS NMDs, the CONTRACTOR shall immediately preclude the employee or volunteer from having any further contact with NMDs.

3.4.5 For each employee and volunteer, CONTRACTOR shall submit to the CPM verification of fingerprinting clearances, Child Abuse Index clearance, training certification and CONTRACTOR's employee Hired/Termination Form (Exhibit A-2) prior to the staff commencing work with the WD+ILS youth.

4.0 **PROGRAM MANAGEMENT REQUIREMENTS**

The COUNTY shall provide a CPM, as indicated in the Contract, Exhibit J – County's Administration, to coordinate the delivery of services of this Contract with the CONTRACTOR RPM, as indicated in the Contract, Exhibit I – Contractor's Administration.

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

- 4.2 The CPM and/or designee(s) is not authorized to make any changes to any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.
- 4.3 The CPM or designee, shall be authorized to receive documents, approve placements, address problems/concerns, etc.
- 4.4 The COUNTY is solely responsible for referring all eligible WD+ILS NMDs to CONTRACTOR.

5.0 COUNTY'S GENERAL RESPONSIBILITIES

- 5.1 When referring an NMD to the WD+ILS program, the DCFS Children's Social Worker (CSW) will provide the following information to the CONTRACTOR:
 - 5.1.1 A copy of the NMD's SILP Readiness Assessment (DCFS 123-A). For Unscheduled Referrals requiring Temporary Placements (URTPs), the CSW shall have two business days to provide this document.
 - 5.1.2 COUNTY CSW will provide CONTRACTOR a copy of the current Transitional Independent Living Plan (TILP) and case plan for the NMD. For URTPs, the CSW shall have two business days to provide this document.
 - 5.1.3 Any subsequent case plan or TILP updates will be completed in collaboration with the CONTRACTOR.
 - 5.1.4 The CSW is responsible for initiating a Child and Family Team (CFT) meeting when completing case plans and TILP and provide CONTRACTOR updated copies.
- 5.2 DCFS CSW will provide the CONTRACTOR WD+ILS Placement Agreement (Exhibit A-3) WD+ILS Service Agreement (Exhibit A-3b), SOC 161- Six-Month Certification of Extended Foster Care Participation, and SOC 162 - Mutual Agreement for Extended Foster Care or SOC 163 - Voluntary Re-Entry Agreement for Extended Foster Care for each WD+ILS NMD placed with CONTRACTOR.
 - 5.2.1 CONTRACTOR shall file these documents in the WD+ILS NMD's file within two business days of NMD's placement.
- 5.3 DCFS CSW at the time of placement will provide CONTRACTOR with the NMD's Medi-Cal card or Medi-Cal verification letter, Medical and

Education Records or the Health and Education Passport Binder, and DCFS 709 form (Foster Child's Needs and Case Plan).

- 5.3.1 CSW will continue to provide case management services supervision.
- 5.3.2 Court reports submitted to the Juvenile Court shall be completed with input from the NMD and the WD+ILS provider.
- 5.3.3 Monthly visits to the NMD by the CSW shall be on-going throughout the NMD's tenure in the WD+ILS.
- 5.4 The CSW shall be responsible for transporting DCFS-placed NMDs to court when required. NMDs under WIC 450 will be responsible for transporting themselves to court.
- 5.5 COUNTY shall provide training to CONTRACTOR on Assembly Bill 12 / Extended Foster Care (AB12 / EFC) within sixty days of contract execution.

6.0 CONTRACTOR'S RESPONSIBILITIES

- 6.1 CONTRACTOR RPM shall be responsible for the operation of the WD+ILS and for the daily oversight of the CONTRACTOR's WD+ILS activities. Responsibilities include but are not limited to appointing and dismissing staff, organizing and administering training for all staff. The RPM is listed in the WD+ILS Contract.
- 6.2 RPM shall ensure necessary services are provided that will allow for WD+ILS NMDs to achieve his/her goals as outlined in the WD+ILS NMDs TILP and Case Plan.
- 6.3 CONTRACTOR shall notify CPM prior to any change in RPM.
- 6.4 CONTRACTOR shall maintain at least monthly communication with the CSW and provide information regarding NMD's progress/deficiencies in TILP and Case Plan goal attainment.
- 6.5 RPM shall maintain contact and work with the CPM as necessary to ensure the requirements of this Contract are met.
- 6.6 RPM or designee shall attend all WD+ILS meetings, including participating on conference calls, and trainings convened by the COUNTY.
- 6.7 RPM shall be responsible for ensuring that all reports and documents are submitted to the CPM by the due dates as referenced in Sections 11.0 and 13.0 of this SOW.

- 6.8 RPM and/or RPS shall be present in the WD+ILS facility a minimum of 20 hours per week during peak residential hours.
- 6.8.1 At all other times, when the RPM is absent from the WD+ILS facility, there shall be coverage by the RPM's designee. If the designee does not meet the administrator's qualifications, there shall be immediate access to the RPM. The designee shall have:
- a) Knowledge of the WD+ILS operations
 - b) Training in programs provided by the WD+ILS
 - c) Authority to correct deficiencies that constitute immediate threats to the health and safety of WD+ILS NMDs
- 6.9 RPM shall be available to CPM and NMDs 24-hours a day, seven days a week.
- 6.10 CONTRACTOR shall provide a contact number for use after normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.), on weekends and COUNTY holidays.
- 6.11 CONTRACTOR shall respond within two hours of being contacted by COUNTY.
- 6.12 RPM shall ensure the qualified WD+ILS personnel are available to respond to any emergency regarding an NMD, 24 hours a day, seven days a week.
- 6.13 CONTRACTOR RPM shall be responsible for, but not limited to the following:
- 6.13.1 Orientation and training of new WD+ILS personnel and volunteers.
 - 6.13.2 Review and oversight of assigned WD+ILS personnel to ensure compliance with applicable laws, regulations, policies and procedures.
- 6.14 Residential Advisors shall provide ongoing case management and be responsible for, but not limited to the following:
- 6.14.1 Evaluation and assessment of the needs of eligible youth for participation in WD+ILS program.
 - 6.14.2 Supervision of the placement of the NMDs in the WD+ILS Unit.
 - 6.14.3 Provision of Support Services to NMDs (Exhibit A-4).

- 6.15 CONTRACTOR shall notify DCFS Child Protection Hotline at (800) 540-4000 within 24 hours whenever a DCFS-placed NMD is moved on an emergency basis from one site/home to another or an NMD leaves (i.e. AWOL – 72 hours or more) the CONTRACTOR’s program.
- 6.16 RA shall have face-to-face contact with NMDs at least twice a week for the first 30 days and once a week thereafter.
- 6.17 CONTRACTOR shall introduce NMD to the website www.ilponline.org for resources and other opportunities.
- 6.18 CONTRACTOR shall attend the DCFS-placed NMD’s 90-day Transition Conference to assist regional staff in planning for NMD’s transition from WD+ILS.
- 6.19 CONTRACTOR shall follow any COUNTY established protocols relative to the implementation of Assembly Bill 12.
- 6.20 CONTRACTOR shall provide supportive services to assist NMD in maintaining his/her AB 12/EFC participation status.
- 6.21 CONTRACTOR shall notify CSW and CPM whenever there is a change in the NMD’s AB12/EFC participation status. However, the COUNTY will make the ultimate determination regarding an NMD’s AB12/EFC eligibility and how this impacts the NMD’s eligibility to remain in the WD+ILS.
- 6.22 CONTRACTOR shall not accept any Los Angeles County WD+ILS NMD for placement without written authorization from the CPM or designee.
- 6.23 CONTRACTOR shall maintain and provide a Monthly Census Report (Exhibit A-5) indicating occupancy for reporting month to CPM by the fifth of each month or next business day if the fifth is a holiday or weekend.

7.0 TARGET POPULATIONS

NMDs in WD+ILS are NMD who meet the criteria as listed below and have been deemed eligible by the COUNTY to participate in the WD+ILS program. The COUNTY shall refer to CONTRACTOR eligible WD+ILS NMDs who would benefit from living in an independent living environment with training to assist them in adjusting to independent living upon transition from foster care.

- 7.1 CONTRACTOR shall accommodate youth who identify as LGBTQ (Lesbian, Gay, Bisexual, Transgender, and Questioning) and youth with physical disabilities or managed mental health concerns in accordance with all applicable State and Federal laws.

- 7.2 CONTRACTOR may not discriminate against WD+ILS NMDs based on race, gender, parental status, sexual orientation, or disability.
- 7.3 Population to be served – Only those youth who meet the following criteria are eligible to participate in the COUNTY WD+ILS Program.
- 7.3.1 NMDs 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 (all of the following):**
1. Current court dependents
 2. Eligible for participation in ILP
 3. Are age 18 through 20 (up to, but not including, 21)
 4. Maintain a substance-free lifestyle or willing collaborate and to participate, in earnest, with a substance abuse treatment plan with the goal of a substance-free lifestyle.
- 7.4 NMDs may remain in the program for up to 36 months as long as he/she meets the eligibility criteria described above.
- 7.5 CONTRACTOR shall assess NMDs eligibility for Job Corps and refer to the US DOL Outreach and Admissions NMDs participating in (or eligible for) Job Corps will be encouraged and recommended for enrollment to the YWCA GLA Job Corps residential program upon turning 21 years of age, where participants can potentially receive services up to age 24.
- 7.6 Youth who are currently married, in the military or incarcerated may not be eligible for AB 12/EFC and may not be considered for placement in the WD+ILS. Additionally, NMDs who get married and/or join the military while in WD+ILS may be ineligible to remain placed in the program as they may no longer be eligible for AB12/EFC.

8.0 REFERRAL, INTAKE, AND SCREENING PROCESS

The COUNTY reserves the right to change the referral, intake, and screening process based on the needs of DCFS or the needs of the WD+ILS program.

8.1 Referral Process

8.1.1 Referrals may be generated by CSW or the Accelerated Placement Team (APT). CONTRACTOR shall follow the referral process as outlined in Exhibit A-6, WD+ILS Referral and Screening Form. Note: All referrals will be screened and processed through the Emergency Shelter Care (ESC) program. The ESC 24/7 contact information is (626) 243-6107 or dcfsesc@dcfs.lacounty.gov.

8.1.2 CONTRACTOR has the option of conducting a pre-placement orientation and interview with the WD+ILS NMD and CSW (if available). If the NMD and CSW agree to consider placement with the CONTRACTOR, the CONTRACTOR will schedule a site visit, if requested by applicant or CSW, for the NMD and the CSW prior to placement. The orientation and site visit may occur simultaneously.

8.1.3 **Unscheduled Referrals requiring Temporary Placements (URTPs)**
CONTRACTOR shall have the ability to accept NMDs for temporary placement after hours, during weekends, and holidays.

8.1.3.1 These referrals will be initiated by APT, or ESC, and processed by an ESC after-hour duty worker.

8.1.3.2 The ESC duty worker will make a soft assessment of suitability (see Exhibit A-6) for the program, and ensure the necessary signatures for temporary placement have been obtained.

8.2 Intake and Screening Process

8.2.1 Intake will be conducted by the CONTRACTOR in collaboration with the COUNTY in order for the youth to participate in the workforce development-education-driven program. CONTRACTOR shall follow the intake and screening process as outlined in Exhibit A-6, WD+ILS Referral and Screening Form. Intake and Screening Process will include, but is not limited to the following:

8.2.1.1 CONTRACTOR shall complete a screening form for each applicant referred to its agency.

- 8.2.1.2 Excluding the following exceptions, CONTRACTOR shall interview all applicants referred to its agency:
 - a. CONTRACTOR not having an immediate opening, or
 - b. Applicant does not meet WD+ILS eligibility requirements, or
 - c. Applicant is obviously not appropriate for WD+ILS.
- 8.2.1.3 CONTRACTOR may request additional documents to make an appropriate assessment.
- 8.2.1.4 NMDs will receive bedding, unit essentials, and other personal care items at admission.
- 8.2.1.5 Orientation will be conducted or scheduled for the next work day (Orientations may occur on Saturdays that are non-holidays).
- 8.2.1.6 CONTRACTOR shall assign NMD a counselor and team to develop a plan, test for ability and aptitude, and assess program suitability over the next five business days and file all assessment tools in the NMD file within one day of completion.
- 8.2.2 CONTRACTOR shall not accept any NMD for placement without prior written authorization from the CPM or designee. CPM or designee 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 NMD without prior written authorization from the CPM or designee, the COUNTY may terminate this Contract.
- 8.2.3 CONTRACTOR shall not accept court ordered WD+ILS NMDs who have not been authorized for placement by the CPM or designee.
- 8.2.4 Only the COUNTY has the authority to approve or refer and place WD+ILS NMDs.
- 8.2.5 Prior to relocating an NMD, CONTRACTOR shall discuss the proposed move with CSW and obtain written approval to relocate NMD.
- 8.2.6 CONTRACTOR shall provide written approval from CSW to CPM when requesting approval to relocate NMD.

- 8.2.7 If the applicant decides not to accept placement with CONTRACTOR, or if CONTRACTOR cannot provide placement for applicant, CONTRACTOR shall notify ESC (via phone call or email) within one business day and refer the NMD back to ESC.
- 8.2.8 CONTRACTOR shall provide WD+ILS Referral and Screening Form for each applicant referred back to CPM or designee.
- 8.2.9 CONTRACTOR shall obtain a DCFS – Non-Minor Dependent 2-Way Authorization for Sharing Information form from CSW and sign the DCFS 4389 prior to receiving NMD’s confidential case records (Exhibit A-7).
- 8.2.10 Upon placement of each WD+ILS NMD, CONTRACTOR shall complete and sign a Unit Verification Form (Exhibit A-8), signed by the NMD and CONTRACTOR annotating the items that the NMD shall take with him/her upon transition. The forms shall be filed in the NMDs records by CONTRACTOR within one (1) business day following placement and be available upon request to the CPM or designee.
- 8.2.11 Upon placement, CONTRACTOR shall complete a WD+ILS Program Participation Form (Exhibit A-9) and file it in the NMD file within one business day following placement. The WD+ILS Program Participation Form shall be available at all times for review by COUNTY and CPM, upon request and a copy must be retained by CONTRACTOR for a minimum of five years from the date of the WD+ILS NMD’s placement.
- 8.2.12 Upon placement, CONTRACTOR and CSW shall sign and date a WD+ILS Placement Agreement (Exhibit A-3) and WD+ILS Service Agreement (Exhibit A-3b).
- 8.2.13 Upon placement, CONTRACTOR, WD+ILS NMD and CSW, if available, shall read the Workforce Development Program Handbook & Policies (Exhibit A-10). All parties shall initial each page, and sign and date the Acknowledgement Form indicating agreement to their rights and responsibilities. The CONTRACTOR shall provide a copy of the contract to all parties. A copy shall be placed in the NMD’s file.
- 8.2.14 CONTRACTOR shall provide NMD with information on what to do if he/she believes he/she has been abused or mistreated (by staff, other NMDs, etc.) and who to contact (CSW, law enforcement, attorneys, Child Abuse Hotline, etc.) and the telephone numbers for the contact person(s).

8.2.15 Participants will be tested using the TABE (Test of Adult Basic Education), the Bridges system (self-directed planning tool), and the VARK (Visual Aural, Read/write, and Kinesthetic) to assess literacy, numeracy, core abilities, and learning modalities to determine NMD's best career and education option. Supplemental tools may be used when deemed necessary. Based on the NMD desire, ability, and aptitude, they will be placed or referred to the Digital Learning Academy, Job Corps, a community college, or a WorkSource Center. The intake assessment tools are effectively integrated with O*NET data (Occupational Information Network), Career Clusters and Pathways, and U.S. Department of Labor SCANS (Secretary's Commission on Achieving Necessary Skills), and also, include a Clinical Assessment – Mental Health Services History, Trauma History, and Placement History.

8.2.16 The CONTRACTOR shall have five days to conduct a complete program suitability assessment. If the CONTRACTOR determines the NMD inappropriate for the program, the CONTRACTOR will notify the CPM and CSW and shall allow the COUNTY five days to remove the NMD from the program.

9.0 TEAM MEETINGS

Team meetings will be scheduled by the CSW and may consist of the NMD, Case carrying CSW, Transitional Career Team: Representative, Residential Intake Representative and/or other professionals and supportive adults as identified by the NMD.

9.1 Initial Team Meeting

A team meeting will be held within 45 days after a youth enters the program to review all of the test results and assessments completed to determine the supportive needs of the NMD.

9.2 On-going Meetings

Team meetings will be held every 90 days subsequent to the initial team meeting or as needed to discuss the NMD's progress and how to best address the on-going needs of the NMD. A Transition Meeting will be held within 90 days of a planned transition to discuss the resources and supports the NMD may need in transitioning from the WD+ILS.

10.0 SCOPE OF WORK

10.1 Orientation Procedures

10.1.1 CONTRACTOR shall design a written orientation plan and submit it to the CPM or designee for approval prior to accepting a WD+ILS placement under this Contract.

10.1.2 The orientation plan shall indicate CONTRACTOR's specific procedures and requirements for all WD+ILS NMDs.

10.1.3 The plan shall include, but not be limited to, the CONTRACTOR's policies regarding vehicles, overall program expectations, preparation of meals, fines, budgeting, lending or borrowing money, unauthorized purchases, the grievance or complaint procedures, curfew, personal safety, visitation rights, dating, disciplinary measures, grounds for termination, participation in the ILP program, disaster and emergency plan, emergency/urgent medical treatment instructions, expectations, alternatives, and consequences, including but not limited to not attending training sessions.

10.1.4 A copy of the written orientation plan shall be available upon demand by CPM or designee.

10.1.5 At the time of initial placement, the CONTRACTOR shall provide each WD+ILS NMD, in the presence of the CSW (if available), a full orientation based on its written orientation plan.

10.1.6 A written copy of the procedures, rules and regulations shall also be provided to the WD+ILS NMD and CSW.

10.1.7 CONTRACTOR shall give each WD+ILS NMD the CPM or designee contact information, a copy of the Foster Youth Bill of Rights (Exhibit A-11), Personal Rights (Exhibit A-12), and Legal Rights of Teens in Out of Home Care (Exhibit A-13), along with Grievance/Complaint Procedures at the orientation.

10.2 Client Supervision and Monitoring

10.2.1 CONTRACTOR shall discuss the importance of and encourage all WD+ILS NMDs to receive annual medical and dental examinations.

10.2.2 CONTRACTOR shall have at least monthly contact with the WD+ILS NMD's CSW.

10.2.3 CONTRACTOR shall conduct unannounced unit/site checks when there are concerns regarding the youth's safety and well-being.

10.2.4 CONTRACTOR shall respect the NMDs' right to privacy and, unless it is an emergency, shall knock or ring the doorbell before entering any occupied WD+ILS Unit.

10.2.5 CONTRACTOR shall not request the CSW to perform any duties that are the CONTRACTOR's responsibility.

10.2.6 CONTRACTOR shall develop, implement, and maintain written expectations, alternatives, and consequences for WD+ILS NMDs as outlined in the AB12 Residential Workforce Handbook. The expectations, alternatives, and consequences shall include but not limited to when WD+ILS NMDs do not attend training/educational sessions as described in Section 10.4.1.4.

10.3 Required Supplies and Services

10.3.1 Personal Items at Placement

At time of placement, CONTRACTOR shall take inventory of the NMD's personal belongings and document all items in the NMD Inventory Form (Exhibit A-14). The original NMD Inventory Form shall be placed in the NMD's File within one business day following placement.

10.3.1.1 CONTRACTOR shall assist the NMD in contacting their CSW to request a clothing allowance when the NMD does not have adequate clothing as recommended in the NMD Inventory Form (Exhibit A-14).

10.3.2 Required Furniture

Each WD+ILS unit shall be appropriately furnished as described in Section 2.3 and CONTRACTOR and NMD shall complete and sign the Furniture Inventory Form (Exhibit A-15).

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

10.3.2.1.1 CPM written approval is required if additional time is needed.

10.3.2.2 Furniture that poses a safety hazard for the NMD shall be repaired/replaced immediately.

10.3.2.3 CONTRACTOR shall ensure that major appliances (refrigerators, stoves, ovens, heating, etc.) are replaced or repaired within 48 hours of discovery of malfunction.

10.3.2.3.1 CPM written approval is required if additional time is needed.

10.3.2.4 Appliances that pose a safety/fire hazard for the NMD shall be replaced or repaired immediately.

10.3.3 Food

10.3.3.1 CONTRACTOR shall provide three meals per day plus snacks (seven days per week). This must minimally include continental breakfast, lunch (can be sandwiches) and dinner for program NMDs.

10.3.3.1.1 CONTRACTOR shall provide adequate and nutritious food, including, but not limited to, fresh meats and fish, and fresh fruits and vegetables.

10.3.3.2 CONTRACTOR may consult with NMD about food options and options for meals.

10.3.3.2.1 Youth may purchase food and beverages independently of the program at the NMD's discretion and expense.

10.3.3.3 CONTRACTOR shall accommodate special dietary needs of the NMD as prescribed by a Nutritionist or treating Physician.

10.3.3.4 CONTRACTOR shall allow an NMD the opportunity to plan meals, grocery shop, and store and prepare food.

10.3.3.4.1 Food storage will be limited to small quantities and that which can be prepared in a microwave, and/or toaster.

10.3.3.4.2 Access will be provided to the commercial kitchen for dishwashing and meal preparation during specified hours and only with staff supervision.

10.3.3.5 CONTRACTOR shall allow an NMD access to the kitchen or other meal preparation area, microwave and utensils for

meal preparation from 7:00 AM to 9:00 AM and 8:00 PM to 10:00 PM.

10.3.3.6 CPM can approve changes to access to meal preparation times.

10.3.4 Responsibility for Utility Costs

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

10.3.5 Telephone/Communications

10.3.5.1 CONTRACTOR shall supply and maintain one landline telephone, and pay for a communications package, including telephone service, unlimited nationwide long distance and internet service, at all times.

10.3.5.2 CONTRACTOR must provide internet network access to NMDs for the purposes of completing homework, employment, and housing searches, etc.

10.3.5.3 CONTRACTOR shall allow NMDs (at his/her cost) to have internet service, cellular telephone service, or a personal computer for Internet access in the WD+ILS Unit. (This provision does not absolve CONTRACTOR of responsibility for providing communication package services.)

10.3.6 Health Related Services/Emergency Medical Care

10.3.6.1 CONTRACTOR shall provide resources and referrals to local clinics, hospitals, and such other health and wellness resources to assist and encourage WD+ILS NMDs to receive all necessary first aid, medical, dental, vision, and mental health care, and related services.

10.3.6.1.1 The NMD is encouraged to participate in individual counseling. Individual Counseling / Mental Health Services may be provided by the CONTRACTOR or through resource and referral at no additional cost, unless the NMD chooses a different provider or not to participate.

10.3.6.1.2 Such information will be provided at Orientation.

10.3.6.2 CONTRACTOR shall ensure that WD+ILS employees responsible for providing direct care and supervision of all NMDs receive training in CPR and First Aid and maintain current certifications.

10.3.6.3 CONTRACTOR shall maintain proof of successful completion of training(s) and current certification(s) shall be maintained in the personnel records.

10.3.6.4 CONTRACTOR shall assist an NMD with developing the skills necessary for self-sufficiency in obtaining health services.

10.3.6.5 CONTRACTOR shall ensure an NMD has access to first aid supplies appropriate to the needs of the NMD.

10.3.6.5.1 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

10.3.6.6 Upon the request of an NMD with a health condition that requires prescription or nonprescription medication, CONTRACTOR's staff shall monitor the NMD with the self-administration of medication and injections, when the NMD is on-site and if permitted by his/her physician or the referring CSW.

10.3.6.7 CONTRACTOR shall ensure that the NMD stores medication and injections in a manner that ensures the safety of other WD+ILS NMDs in the WD+ILS Facility.

- 10.3.6.8 If an NMD needs assistance to determine how or when to take his/her medication, WD+ILS staff shall assist the NMD, in accordance with medical instructions.
- 10.3.6.9 In the event a WD+ILS NMD requires urgent medical treatment, the CONTRACTOR shall call appropriate emergency transport (private ambulance or paramedics) when on-site.
- 10.3.6.10 When transporting NMDs, CONTRACTOR shall ensure the NMD are secured in a safety restraint system in accordance with Vehicle Code Sections 27315(e) and 27360(a).

10.3.7 Transportation

- 10.3.7.1 When transporting NMDs, CONTRACTOR shall ensure the NMDs are secured in a safety restraint system in accordance with Vehicle Code Sections 27315(e) and 27360(a).
- 10.3.7.2 For NMDs enrolled in Job Corps, CONTRACTOR shall provide door-to-door van transportation to the main campus for programs and services. When transporting NMDs, CONTRACTOR shall ensure that NMDs are secured in a safety restraint system in accordance with Vehicle Code Section 27315(e) and 27360(a).
 - 10.3.7.2.1 If the CONTRACTOR provides transportation to an NMD as stated above (or when CONTRACTOR deems necessary), the CONTRACTOR shall ensure that vehicles are in safe operating condition.
- 10.3.7.3 CONTRACTOR will provide initial short-term (up to 60 days) Transit Access Pass (TAP) Cards to ensure the NMD has access to his/her educational and employment/career/vocational location(s).
- 10.3.7.4 Unless other arrangements are specified in the TILP for an NMD, the CONTRACTOR shall permit the NMD to arrange for his/her own transportation.

10.3.8 Money Management

10.3.8.1 CONTRACTOR shall work with NMD to develop a monthly budget that will help youth determine how much of his/her income to allocate for each category.

10.3.8.1.1 CONTRACTOR shall review and discuss this budget at least monthly for newly placed NMDs and at least quarterly thereafter once NMD demonstrates the ability to follow his/her budget.

10.3.8.1.2 CONTRACTOR shall assist NMD in revising his/her budget as necessary.

10.3.8.1.3 CONTRACTOR shall provide a Financial Literacy Model.

10.3.8.2 CONTRACTOR shall discuss the importance of saving money and encourage the NMD to allocate a portion of their income for savings.

10.3.9 Recreation

10.3.9.1 CONTRACTOR shall ensure that each WD+ILS NMD has resources, and access to including, but not limited to, appropriate reading material, age appropriate games, and a television (with basic cable or a digital antennae) in a group setting.

10.3.9.1.1 Additionally, CONTRACTOR shall ensure the NMD has information on free community events of interest to the NMD and the opportunity for regular leisure times, rest/exercise, and informal daily recreational activities.

10.3.9.1.1 Such information will be posted prominently in the common areas.

10.3.9.2 CONTRACTOR shall have available a schedule of regular recreational activity resources such as outings to the park, beach, movies, sporting events, concerts, cultural events, community events, etc. for the NMD monthly.

10.3.9.2.1 CONTRACTOR shall assist NMD in locating transportation, including where feasible, providing transportation on group events.

10.3.9.3 CONTRACTOR shall keep a separate and cumulative record of all recreational activities provided.

10.3.9.3.1 The record shall include, but not be limited to, the name of the NMD, a description of the activity, and the date of the activity.

10.3.9.3.2 This log should be made available to the CPM, or designee, upon request.

10.3.10 Housing Transition

10.3.10.1 CONTRACTOR shall provide up to 30 Single Occupancy Residential Housing units located at Studio Club, 1215 Lodi Place, Los Angeles, CA 90038.

10.3.10.2 CONTRACTOR shall work diligently to assist NMDs ages 18 to 20.5, to apply for transition into the residential student program at YWCA GLA Job Corps located at 1020 S. Olive St., Los Angeles, CA., 90015 or other site which will allow for the NMD to continue their plan or WD+ILS type services beyond age 21 without remuneration from the COUNTY.

10.3.10.2.1 CONTRACTOR shall give priority to NMDs at age 20.5 for transition into YWCA GLA Job Corps or other non-WD+ILS housing.

10.3.10.3 CONTRACTOR shall work diligently with CSW to assist each WD+ILS NMD to secure stable housing prior to transition from the WD+ILS program or foster care, specifically in instances where the NMD has not been able to successfully transition to Job Corps.

10.4 Workforce Development

10.4.1 CONTRACTOR shall provide to WD+ILS NMD ongoing workforce development and job skills training in the areas described in this Section 10.4.

- 10.4.1.1 CONTRACTOR shall provide the necessary care, supervision, and services as necessary to facilitate the WD+ILS NMD's achievement of the NMD's goals.
- 10.4.1.2 CONTRACTOR shall provide an initial evaluation, assessment and educational and vocational testing to best determine the NMDs education and career options.
- 10.4.1.3 CONTRACTOR shall actively assist NMDs to meet qualifications for enrollment into the Job Corps program.
- 10.4.1.4 CONTRACTOR shall develop, in collaboration with the NMD, a WD+ILS plan, which should consist of the NMD's education and career plans.
 - 10.4.1.4.1 This plan shall include a timeline for completion.
- 10.4.1.5 CONTRACTOR shall provide each WD+ILS NMD a written copy of their WD+ILS plan.
- 10.4.1.6 CONTRACTOR shall maintain legible case notes that contain information about workforce development curriculum provided to the NMD, dates of trainings/activities, training subjects, and NMD's progress in subject area.
- 10.4.1.7 CONTRACTOR must file all case notes in NMD's File.
- 10.4.2 CONTRACTOR shall monitor the NMD's progress and provide additional monthly training/support for any NMDs that are deficient in any areas of their WD+ILS plan.
- 10.4.3 CONTRACTOR shall assist the NMD to obtain all tools, equipment, supplies, etc. needed to complete their WD+ILS plan goals.
- 10.4.4 CONTRACTOR shall provide all necessary supports including educational and/or vocational linkages to complete the transition from the WD+ILS to self-sufficiency and/or other needed resources as outlined in Exhibit A-4.
- 10.4.5 CONTRACTOR shall have the ability to provide no less than five different vocational training options where applicable.

10.5 Job Placement

10.5.1 CONTRACTOR shall assist the NMD with job placement assistance. In preparation for job placement, the NMD will be provided with assistance with resume building, job search strategies, and interviewing techniques/skills.

10.5.1.1 Job placement services shall be provided to all NMDs regardless of individual program goals.

10.5.2 CONTRACTOR shall provide job retention assistance for up to twelve months post program completion, which may include job coaching and reinforcement of job skills, directly and/or through resources and/or referrals.

10.5.3 CONTRACTOR shall provide assistance with career advancement, certification and/or licensure attainment.

10.6 Money Management/Financial Literacy Skills Training

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

10.6.1.1 CONTRACTOR shall provide WD+ILS NMD with “hands-on” experience in managing checking/savings accounts, budgeting time and money, and how to make timely payments of financial obligations.

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

10.7 Allowance Disbursement and Banking Account(s)

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

10.7.1.1 If an NMD requests, CONTRACTOR shall also assist the NMD in establishing an additional bank account(s) at a FDIC, or insured, institution of the NMD's choice.

10.7.2 CONTRACTOR shall establish a savings account, at a FDIC or SIPC insured institution, for the sole purpose of saving for transition from foster care.

10.7.2.1 CONTRACTOR shall encourage NMD to save at least thirty percent (30%) of his/her income in this account.

10.7.2.2 CONTRACTOR shall allocate and deposit, at a minimum, two-hundred dollars (\$200.00) per month into a savings account for each NMD enrolled for 30 days or more.

10.7.2.3 CONTRACTOR shall keep a ledger of the NMD's savings account and all deposits.

10.7.2.4 The NMD should not have access to these funds until the NMD either reaches age 21, completes the WD+ILS program, is dis-enrolled from the program, or is transitioned to the Residential YWCA/GLA Job Corps Program.

10.7.2.5 CONTRACTOR shall provide each NMD, at a minimum, two-hundred dollars (\$200.00) per month after being enrolled for 30 days or more.

10.8 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.

10.9 Nutrition and Food Management, Storage, and Preparation

10.9.1 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.

10.9.2 If, at any time, an NMD require a special diet, the CONTRACTOR shall provide training on preparing meals that meet the NMD's special dietary needs.

10.10 Unit Upkeep and Maintenance

10.10.1 Training shall include information as well as “hands-on” experience on how to properly maintain the NMD’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.

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

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

10.11 Legal Rights and Community Resources

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

10.11.1 Education and Career Development

CONTRACTOR shall ensure that youth who qualify as NMD due to the education participation or vocational training condition are provided necessary services that will facilitate enrollment in the appropriate educational and/or vocational institution(s).

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

- a) Admission criteria for universities, community colleges, secondary educational programs for completion of high school diploma or equivalent, trade or vocational schools and financial aid information;
- b) Informational brochures on postsecondary, secondary or vocational schools/programs;

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

10.11.3 Upon request of the NMD, CONTRACTOR shall assist the NMD in obtaining the following information including, but not limited to:

- a) Requirements for trade, vocational or professional careers
- b) Informational brochures on employment-related programs
- c) Internet research on trade, vocational, or professional career options
- d) Community-sponsored events promoting volunteerism, internships, or employment
- e) Salary information for trade, vocational, or professional careers
- f) Requirements for participation in transitional housing programs
- g) Requirements for SILP

10.11.4 Upon request of the NMD, CONTRACTOR in conjunction with CSW shall assist the NMD with the following steps to attending college:

- a) Application for admission
- b) Contact with Foster Youth Success Initiative (FYSI) Liaison
- c) Financial Aid
- d) Participation in Extended Opportunity Programs and Services (EOPS) and Disability Support Programs and Services (DSPS)
- e) Assessment
- f) College orientation and course planning
- g) Enrollment
- h) Payment of fees
- i) Access to miscellaneous higher education resources
- j) Information about academic support, such as Guardian or Renaissance Scholar programs available to foster youth attending college

10.12 Workforce Readiness

CONTRACTOR shall facilitate that NMDs who qualify as NMD due to an employment participation condition receive the necessary services that will facilitate the WD+ILS NMD's employment at least 80 hours per month.

CONTRACTOR shall conduct Workforce Readiness assessment to determine NMDs appropriate employment path.

10.12.1 CONTRACTOR shall provide WD+ILS NMD with the skills and experiences to enable him/her to obtain and maintain employment.

10.12.1.1 CONTRACTOR shall encourage NMD to obtain part-time employment, where applicable.

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

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

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

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

10.12.6 CONTRACTOR shall contact the DCFS Employment Coordinator at (213) 351-0100 when seeking employment for WD+ILS NMDs.

10.12.7 CONTRACTOR shall clearly document all activities, programs and services sought, received and completed by NMDs who qualify as NMD due to participating in a program or activity

designed to promote, or remove barriers to employment participation criteria in NMD folder.

10.13 Transportation Training/Automotive Maintenance

Training should include exploring private and public transportation systems and alternatives. Training topics shall include, but are not limited to: (1) obtaining bus tokens, passes (TAP cards), routing discounts; (2) obtaining a driver's license; (3) purchasing and maintaining new and used cars; (4) obtaining registration/tags and licenses for a car; (5) purchasing car insurance; (6) selling a car, and (7) using light rail, subway, and bus systems throughout Los Angeles County.

10.14 Medical and Dental Care Training

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

10.14.1 Medi-Cal Card

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

10.14.2 Routine Medical Care

How to access medical care to meet NMD'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.

10.14.3 Emergency/Urgent Medical Care

Emergency medical treatment instructions are to be provided to each WD+ILS NMD.

10.14.3.1 For all life-threatening emergencies, the NMDs shall be instructed to call 911.

10.14.3.2 If the emergency is not life-threatening and occurs before or after regular business hours, DCFS-placed foster NMD shall be informed to call the Child Protection Hotline (1-800-540-4000).

10.14.4 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.

10.14.4.1 Training to be provided through CONTRACTOR or through referrals to appropriate resources.

10.14.5 Vision

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

10.14.6 Mental Health

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

10.14.7 Drug and Alcohol Abuse Awareness and Prevention

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

10.14.8 Safe Sex and Reproductive Health

Training shall cover conventional methods of protection during sexual intercourse, family planning, available resources, and how to access services.

10.14.9 Minor Health Problems Training

Training shall review how to address minor health problems. Training shall include, but not limited to the following: (1) minor physical aches, pains, and illnesses, (2) colds, (3) fevers, and (4) pre-existing conditions not requiring a physician. This training shall not take the place of medical care and the NMD shall be instructed to seek medical care when in doubt as to the health problem or illness.

10.14.10 Socialization Skills, Interpersonal Relationships and Self-Esteem

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

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

10.14.11 Permanent Adult Connection (PAC)

CONTRACTOR shall assist NMDs in identifying PAC(s) and encourage ongoing contact between NMD and his/her PAC(s). If the NMD cannot identify a PAC, CONTRACTOR shall connect NMD with a mentoring program.

10.14.12 Goal Setting Training

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

10.14.13 Time Management

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

10.14.14 Housing

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

11.0 REPORTING REQUIREMENTS

11.1 COUNTY reserves the right to change, modify, alter, revise, eliminate and create any and all reports at any time during the contract.

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

11.1.2 COUNTY shall provide a minimum of ten business days to comply with changes to allow for CONTRACTOR staff training.

11.1.3 CPM, or designee, must provide written approval if additional time is needed.

11.2 All reports and documents (Exhibit A-16: Report Outline) are to be mailed or emailed to the CPM.

- 11.2.1 CONTRACTOR shall plan accordingly to ensure that CPM receives them by their designated due date.
- 11.2.2 All documents, except those pertaining to entry and exit, are due by the 15th of each month, unless otherwise noted.
- 11.3 Periodically, CPM or designee may request a document via email or fax and CONTRACTOR shall comply accordingly. All submitted documents must have the appropriate signatures (i.e. youth, agency staff, etc.) and incomplete documents (e.g. missing pages, signatures and/or information) will not be accepted. Additionally, all reports and documents completed by agency staff shall be typed whenever possible. At a minimum, all documents that cannot be typed must be legibly written.
- 11.3.1 All submitted documents must have the appropriate signatures from the NMD and agency staff.
- 11.3.2 Incomplete documents (e.g. missing pages, signatures, or information) will not be accepted.
- 11.3.3 Additionally, all reports and documents completed by agency staff shall be typed whenever possible.
- 11.3.4 At a minimum, all documents that cannot be typed, must be legibly written.
- 11.4 CONTRACTOR shall maintain documentation in each NMD file to confirm reports/documents have been submitted to CPM and CSW, where applicable, by the due date.
- 11.5 Progress Reports
- 11.5.1 Initial Progress Report on NMD
- CONTRACTOR shall complete an Initial Progress Report (Exhibit A-17) for each NMD in its care within 30 days of the move-in date.
- 11.5.1.1 The report must be submitted to the CPM and CSW no later than 45 calendar days from initial placement.
- 11.5.1.2 A copy shall also be placed in the WD+ILS NMD's file no later than 45 calendar days from initial placement.
- 11.5.1.3 All reports are to be mailed, or emailed, to the CPM and CSW.

11.5.1.4 The RPM or duly authorized representative and the NMD shall sign the Initial Progress Report. The signatures shall be deemed certification that all information and description of services provided is true, accurate, and complete for the specific WD+ILS NMD.

11.5.1.5 The signatures shall be deemed certification that all information and description of services provided is true, accurate, and complete for the specific WD+ILS NMD.

11.5.2 Updated Progress Report on NMD

CONTRACTOR shall complete an Updated Progress Report (Exhibit A-17) for each NMD in its care at the request of the CSW or CPM/Designee during any given month.

11.5.2.1 The report shall be completed and submitted to the CPM and CSW within five business days of the request.

11.5.2.2 The report shall also be filed in the WD+ILS NMD's file within five business days of the request.

11.5.2.3 All reports are to be mailed or emailed to the CPM or designee.

11.5.2.4 The RPM or duly authorized representative **and** the NMD shall sign the Updated Progress Report.

11.5.2.5 The signatures shall be deemed certification that all information and description of services provided is true, accurate, and complete for the specific WD+ILS NMD.

11.5.2.6 For youth 20.5 and older, the CONTRACTOR shall automatically complete and submit by the 15th of each month an Updated Progress Report (excluding months where a Quarterly Progress Report is due) detailing the NMD's transition plan, along with any changes to the previous plan and any efforts made to assist the youth with transitioning from the WD+ILS.

11.5.2.7 In the event the NMD's program extends beyond his or her 21st birthday, the Progress Report shall include how the CONTRACTOR plans to provide resources and supports without remuneration from the COUNTY.

11.6 Monthly Reports

11.6.1 Agency Census Monthly Report

11.6.1.1 CONTRACTOR shall complete an Agency Census Monthly Report (Exhibit A-5) which list all youth entering or continuing the program for that month and the number of program vacancies.

11.6.1.2 The report shall be mailed or emailed to the CPM by the 10th of each month.

11.6.2 Employee/Volunteer Training

11.6.2.1 All WD+ILS personnel shall receive initial and ongoing training to enable them to fulfill their service responsibilities to provide safe and nondiscriminatory care, placement, and services to the NMD, including their right to have fair and equal access to all available services.

11.6.2.2 All NMDs shall not be subjected to harassment or discrimination based on their actual or perceived sexual orientation or gender identity.

11.6.2.3 Prior to employment, all staff shall receive training in the following areas:

- a) A minimum of one-hour training in the area of child abuse identification and reporting,
- b) Training about the characteristics of persons 18-21 years of age placed in long-term foster care, and
- c) AB 12/Extended Foster Care

11.6.2.4 Additional training topics could include the following:

- a) Cultural Diversity
- b) Gender Identity
- c) Gender Expression
- d) Sexual Orientation
- e) Adolescent / Young Adult Development
- f) Identification and Prevention of sexual exploitation
- g) Support Services for victims
- h) Identification and Prevention of substance abuse issues
- i) Crisis Intervention

11.6.3 Employees/Volunteers Report

- 11.6.3.1 CONTRACTOR shall complete the Hired/Terminated Employees and Volunteers Report (Exhibit A-2) upon execution of CONTRACT, when staff are hired or terminated, and submit to the CPM by the 15th of each month.
- 11.6.3.2 CONTRACTOR shall maintain a copy of each report for five years.
- 11.6.3.3 The Report shall be filed in CONTRACTOR's personnel files within one business day following completion and available for COUNTY review at all times.

11.6.4 Staffing

- 11.6.4.1 CONTRACTOR shall notify CPM whenever there are personnel changes. CONTRACTOR shall provide the CPM a schedule of its personnel positions.
- 11.6.4.2 The schedule shall include all full and part-time paid and volunteer staff positions by job title, including whether each position has direct contact with WD+ILS NMDs.
- 11.6.4.3 For each paid position and volunteer position, the schedule shall include a brief job description, total working hours per week and month, and hours per week and month allocated for this program.

11.7 Quarterly Reports

11.7.1 Quarterly Report on Each NMD (Same as Progress Report Exhibit A-17)

CONTRACTOR shall complete the Quarterly Report (Exhibit A-17) on each NMD in its care every 90 days.

- 11.7.1.1 These reports must be submitted to the CPM and CSW on or before January 15th, April 15th, July 15th, and October 15th of each calendar year and shall address the previous quarter.
- 11.7.1.2 The January 15th report shall be for the period of October 1 through December 31.

11.7.1.3 The April 15th report shall be for the period of January 1 through March 31.

11.7.1.4 The July 15th report shall be for the period of April 1 through June 30.

11.7.1.5 The October 15th report shall be for the period of July 1 through September 30.

11.7.1.6 The reports shall be filed in the NMD's file within one business day following completion.

11.7.1.7 A quarterly report is not due for youth placed in the program less than 60 days.

11.7.2 The RPM or duly authorized representative and the NMD shall sign the NMD's Quarterly Report.

11.7.2.1 The signatures shall be deemed certification that all information and description of services provided is true, accurate, and complete for the specific WD+ILS NMD.

11.8 Special Reports

11.8.1 Special Incident Report (SIR)

CONTRACTOR shall report incidents via Incident Tracking System (I-Track) at <https://itrack.dcfslacounty.gov> as outlined in the SIR Guide (Exhibit A-18) to the CSW and CPM that include, but are not limited to, the following:

- a) Significant behavior incidents,
- b) Serious injury, illness, or accident,
- c) Death,
- d) Unauthorized absence (AWOL) after 72 hours,
- e) Abuse,
- f) Significant changes in facility status or organization, e.g., change in Board of Directors, deaths of CONTRACTOR personnel, legal actions against CONTRACTOR, etc., and
- g) Significant incidents that involve the community or physical plant/Unit and may have serious impact on the residents.

11.8.1.1 The CONTRACTOR shall try to locate a runaway child by:

11.8.1.1.1 Immediately calling CSW and their supervisor as soon as you have discovered the NMD has run away.

11.8.1.1.2 If it is after hours or on the weekend, or you are unable to reach the CSW or their supervisor, call the DCFS Child Protection Hotline at 1-800-540-4000.

11.8.1.1.2.1 DCFS staff or the Hotline will need as much detailed information as you can give them. For instance: Who did the NMD leave the facility with? Did someone pick up the NMD or did they leave on foot? Which direction did the NMD go in? Was there a parent or relative involved? What was the NMD's state of mind – angry, depressed?

11.8.1.1.2.2 Any assistance you can provide to the case-carrying social worker about neighbors, friends of the child, school officials, and family members would be helpful in gathering more information.

11.8.1.1.3 Immediately calling law enforcement and filing a Missing Persons' Report. Have the phone number of your nearest law enforcement agency on hand. Law enforcement will need a physical description of the NMD and any distinguishing physical characteristics. Photographs may be released to law enforcement only in an effort to expedite the location of affected NMD. Identifying information for law enforcement shall only include a photograph of the NMD, description of clothing when last seen, date of birth, last location of the NMD, and any distinguishing marks or tattoos. CONTRACTOR shall inform law enforcement that photographs and other personal identifying information which includes the NMD's social security number shall not be

posted in any communities and document this discussion with law enforcement in the submitted SIR.

11.8.1.1.3.1 Be sure to get a report number and the name of the person taking the report and follow up by getting a report in writing. Document all of your efforts.

11.8.1.1.4 Within 72 hours, send the Missing Person's Report and reporting number to the CSW. If you are reporting a runaway, fill out a SIR. Cross report to DCFS OHCMD, Runaway Outreach Unit, and to the CSW. Be sure to include the time and date the NMD was last seen and any significant details leading up to the incident.

11.8.1.1.5 Keep all of your copies of reports and documentation for at least six months.

11.8.1.1.6 Important numbers to have on hand:

CSW/DPO
CSW/DPOs' Supervisor
Child Protection Hotline: 1-800-540-4000
Runaway Outreach Unit: 1-213-351-0271
Closest law enforcement agency

11.8.2 Termination Report

11.8.2.1 CONTRACTOR shall notify the CSW, CPM, or designee (by telephone or email) of its plan to discharge an NMD from its WD+ILS program.

11.8.2.2 The CONTRACTOR will allow the COUNTY five days to remove an NMD from the housing, unless the CONTRACTOR deems the NMD is a threat to themselves and others, or presents behaviors that are illegal or pose a significant health or safety issue, at which point the NMD can be terminated immediately.

11.8.2.3 Upon an NMD's termination or transition, CONTRACTOR shall prepare and submit a Termination Report to the

CSW and CPM for each WD+ILD NMD exiting the program.

11.8.2.4 The termination report shall be submitted within five business days from the date the WD+ILS NMD's placement is terminated.

11.8.2.5 CONTRACTOR's termination report shall be on agency letterhead and include, but not be limited to, a closing summary regarding information documented in the NMD's file, NMD's progress in the WD+ILS program, the reason for the NMD's termination, and any other information required by COUNTY.

11.8.3 Special Progress Report to Date

Upon special request by the CPM or designee, the CONTRACTOR shall provide within two business days of the request, a verbal up-to-date report regarding any changes in a WD+ILS NMD's progress that has been documented by CONTRACTOR and has been filed in the NMD's file since the last written report. The verbal report shall be followed up by an Updated Progress Report and submitted to the CPM or designee and CSW within five business days of the request for a verbal report.

12.0 RECORD KEEPING

CONTRACTOR shall monitor and document in NMD's file his/her progress while in the WD+ILS program. Nothing in this SOW shall be construed to relieve the CONTRACTOR of maintaining supervision over each NMD 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:

12.1 Monitoring of NMD Clothing Inventory

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

12.1.1.1 CONTRACTOR shall assist the NMD in contacting their CSW to request a supplemental clothing allowance when the NMD does not have adequate clothing as recommended in the NMD Inventory Form (Exhibit A-14).

12.1.2 CONTRACTOR shall also make recommendations on replacement of items.

12.1.3 CONTRACTOR shall coach and train each WD+ILS NMto have at least three outfits suitable for employment before transitioning from the WD+ILS program.

12.1.4 CONTRACTOR shall assist NMD, if necessary, in budgeting and purchasing the three required outfits using his/her WD+ILS monthly allowance.

12.2 Monitoring of Personal Items

12.2.1 CONTRACTOR shall monitor and document, at least quarterly, using the NMD Inventory form WD+ILS NMDs' use of his/her allowance payment to purchase/replace clothing, personal care and hygiene items.

12.2.2 CONTRACTOR shall file each NMD Inventory form, Exhibit A-14, in the NMD's file.

12.3 Monitoring of Furniture Condition

CONTRACTOR shall use the Furniture Inventory Form to monitor the condition of the furniture in each Unit on a quarterly basis as well as when any WD+ILS NMD enters or leaves the program and/or Unit.

12.3.1 The Furniture Inventory Form (Exhibit A-15), 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.

12.3.2 Copies of the Furniture Inventory Form shall be signed and dated by the CONTRACTOR and NMD, and shall be placed in the NMD's file

12.4 Monitoring of Chores Related to Unit Upkeep

12.4.1 CONTRACTOR shall ensure the Weekly Dormitory Inspection Sheet (Exhibit A-19) describing chores required for each NMD is posted in the WD+ILS NMD's Unit. This log shall be completed at the initial placement and monthly thereafter.

12.5 Monitoring of Medical Treatments, Medications and Therapy.

12.5.1 The CONTRACTOR shall assist NMD with the monitoring of his/her minor medical treatments, medications and therapy if requested by NMD.

12.5.2 The CONTRACTOR shall maintain a Medical Record for each WD+ILS NMD who requests assistance with monitoring his/her medical care, including medications and therapy. The folder shall include, but is not limited to, Medication Log (Exhibit A-20), copies of all medical information regarding the subject WD+ILS NMD, record(s) of medication(s) the WD+ILS NMD has received, and all medications prescribed. Medication shall be documented in the WD+ILS NMDs Medical Record Folder within one business day following completion of the prescription of medication from a medical doctor/dentist.

12.6 Monitoring of NMD's Educational Progress

CONTRACTOR shall ensure that NMDs who qualify as NMD due to an education participation condition receive the necessary services that will facilitate the WD+ILS NMD's enrollment in school full-time (High School Diploma/High School Equivalency [HSE]), as defined by the educational institution, or at least half-time (postsecondary).

Where applicable, the following only applies to NMDs who are working towards obtaining their high school diploma or HSE certificate:

12.6.1 CONTRACTOR, with permission from the NMD, shall contact each NMD's school to obtain school records, and place these records in the NMD's file. Each WD+ILS NMD's school credit record and CONTRACTOR's assessment of the credits shall be available for review by the COUNTY upon request.

12.6.2 Educational activities encompass a variety of areas related to the individual needs of the NMD and should build on the NMD'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.

12.6.3 CONTRACTOR shall also ensure that each WD+ILS NMD is properly represented by CONTRACTOR's Residential Program Advisor (RPA), or other appropriate staff responsible for the NMD in accordance with the educational case plan developed by CSW.

12.6.4 CONTRACTOR shall encourage each WD+ILS NMD to spend at least two hours each day including weekends, if necessary, to complete homework assigned by the NMD's school.

12.6.5 CONTRACTOR may provide resources for tutoring and/or a mentor for each WD+ILS NMD including through the use of

volunteers to assist the NMD in maintaining good school performance (at least a “C+” grade point average) while attending school.

12.6.5.1 CONTRACTOR shall provide the above assistance to NMDs who are experiencing academic challenges/difficulties and, if requested, to NMDs who are attending postsecondary institutions.

12.7 Disciplinary Measure

The CONTRACTOR shall not subject WD+ILS NMDs to physical or unusual punishment, humiliation, or mental abuse.

12.7.1 The WD+ILS NMD shall be responsible for all costs above the program funded costs and destruction of property associated with his/her unit, the facility and/or program tools and equipment.

12.8 Discharge and Removal of an NMD

CONTRACTOR shall use due diligence to stabilize the situation that might lead to the discharge of an NMD from the WD+ILS program, unless an WD+ILS NMD is at risk or a risk to others or in imminent danger.

12.8.1 CONTRACTOR shall verbally notify the CPM and CSW immediately if CONTRACTOR feels an emergent discharge of a WD+ILS NMD is necessary.

12.8.1.1 CONTRACTOR shall follow the procedures in Section 11.8.2.2, if an NMD is removed under emergency circumstances, and inform the NMD, CSW, and CPM that the NMD shall be or has been removed from the WD+ILS.

12.8.2 CONTRACTOR shall document in the NMD’s file any verbal conversations with the NMD’s CSW, including the date, time, CSW name(s), and a detailed summary of the problem.

12.8.3 If the situation can be resolved without an emergent discharge, the CONTRACTOR shall schedule a stabilization meeting.

12.8.4 The CONTRACTOR shall notify the WD+ILS NMD, CSW and CPM at least five business days in advance to participate in the meeting.

- 12.8.5 CONTRACTOR shall submit a written follow-up of the agreed upon outcome to the NMD, CSW, and CPM within three business days after resolution of the situation.
- 12.8.6 If the CONTRACTOR determines that the situation cannot be resolved or that the WD+ILS NMD cannot be stabilized, CONTRACTOR shall contact CPM explaining efforts made to stabilize NMD to prevent loss of placement.
 - 12.8.6.1 If CPM agrees that the situation cannot be resolved, CONTRACTOR shall provide a five day written notice to the NMD, CSW and CPM stating the NMD must be removed from the premises before the five calendar days have expired.
 - 12.8.6.2 The notification shall state the reason for discharge, with specific facts about any circumstance or event that resulted in the pending discharge of the NMD.
 - 12.8.6.3 CONTRACTOR shall verbally inform NMD of his/her right to file a grievance, in accordance with CONTRACTOR'S Grievance Policy, as specified in its Workforce Development Program Handbook and Policies.
 - 12.8.6.4 Additionally, CONTRACTOR shall attach a copy of the Grievance Policy, including any necessary forms, to NMD's copy of the termination notice.
- 12.8.7 The notice shall be in accordance with the Special Incident Reporting (Exhibit A-18).
- 12.8.8 If the CPM or designee disagrees with the CONTRACTOR's termination notice, a stabilization meeting shall be scheduled with the CPM, NMD, CSW and CONTRACTOR to ascertain if the placement can be maintained under specific conditions.
- 12.8.9 NMDs should be included in these meetings, when possible, to provide input.
- 12.8.10 CONTRACTOR shall contact the appropriate agency listed below if CONTRACTOR determines that a removal must occur after normal working hours (8:00 A.M. to 5:00 P.M. Monday through Friday) or on COUNTY holidays.

1. Emergency Shelter Care (ESC) at (626) 243-6107 or email at DCFSESC@dcfs.lacounty.gov
2. Child Protection Hotline at (800) 540-4000.

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

12.8.11.1 Below is a list of holidays observed by the COUNTY:

- New Year's Day
- Martin Luther King's Birthday (3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Cesar Chavez Day (4th Monday in March)
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans Day
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day

12.8.12 If an NMD becomes incarcerated while placed in the program, CONTRACTOR shall notify CSW and CPM immediately. CONTRACTOR shall consult with CPM regarding the specific circumstances around the NMD's arrest and violations to determine whether the NMD is suitable for continuation in the WD+ILS program.

12.9 CONTRACTOR'S Employee and Volunteer Records

12.9.1 CONTRACTOR shall maintain and retain records on each Hired employee/volunteer described herein.

12.9.2 CONTRACTOR shall maintain records which include, but are not limited to, fingerprint clearances, Child Abuse Index clearances, employee certification, and CONTRACTOR admission agreements for all employee/volunteers that have direct contact with any WD+ILS NMD.

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

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

12.9.5 In the event a change of staff occurs, CONTRACTOR shall notify CPM in writing and shall submit new employees/volunteers resumes and certifications to CPM upon hiring.

12.10 CONTRACTORS Certificates of Compliance

12.10.1 A copy of the Certificate of Occupancy for each living unit (or the site collectively) shall be kept in the administrative office records maintained by the CONTRACTOR. A Certificate of Occupancy is not transferrable to any other living site other than the Studio Club Location and shall be void upon a change of location or under emergency conditions.

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

12.10.3 CONTRACTOR shall notify CPM when a WD+ILS NMD living Unit is approved for use, and when a WD+ILS Unit is no longer being used. This notification must be provided within 24 hours of the change.

12.11 WD+ILS NMD File

12.11.1 CONTRACTOR shall maintain an accurate, complete, and up-to-date file on each WD+ILS NMD as required by California Code of Regulations, Title 22, Section 86170 and COUNTY requirements as described herein. These records shall be available for review by the COUNTY at all times.

12.11.2 The NMD's file shall include, but not limited to, the following:

- a) DCFS/Probation 6010 – Non-Minor Dependent 2-Way Authorization for Sharing Information
- b) Case documents described in Section 5.0 of this SOW,
- c) All reports described in this Statement of Work,
- d) WD+ILS Youth Bill of Rights and Personal Rights as described in Sub-section 10.1.7 signed by CONTRACTOR and WD+ILS NMD,
- e) Referrals and treatment documents, including diagnostic and case history information, psychological and psychiatric evaluations,

- f) School records,
- g) Diagnostic evaluations and studies,
- h) Notes on services provided by the various professional and paraprofessional staff (treatment, recreation and the transition plan for WD+ILS NMD),
- i) Written documentation on verbal (telephone, in-person, etc.) conversations bearing on the NMD's progress and/or special circumstances such as non-routine contact with NMD's school, contact with law enforcement, or NMD's employer. Documentation shall include the date, time, contact person and a summary of the verbal conversation they have had regarding the WD+ILS NMD's progress and/or special circumstances,
- j) WD+ILS Program Participation Form,
- k) First Aid and CPR certification, if appropriate, and
- l) Immunization and medical records for NMD's
- m) SOC 161 and SOC 162 or SOC 163,
- n) Any other records that may be required by COUNTY.

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

12.11.3 The WD+ILS Program Participation Form shall be available at all times for review by COUNTY and CPM upon request and a copy must be retained by CONTACTOR for a minimum of five years from the date of the WD+ILS NMD's placement.

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

12.11.5 CONTRACTOR shall follow the procedures in Release of DCFS Case Records to Service Providers (Exhibit A-21) when discussing information in an NMD's file. The information released to non-treatment staff shall be limited and focused on the NMD's case planning and facilitation of their progress.

12.11.6 When an NMD permanently leaves the WD+ILS placement, CONTRACTOR shall give any original and photocopied records to the NMD or to the CSW.

12.12 Program Participation File

CONTRACTOR shall maintain and update monthly the Program Participation Record Folder for all WD+ILS NMDs. The folder shall include, but not limited to the following information and requirements:

12.12.1 Statistics on the total number of days the NMD participated in the program for each month shall be available for review. The date of placement for a WD+ILS NMD is counted as the first day of service. The last date of service provided to a WD+ILS NMD shall be defined, as the last day the WD+ILS NMD received a residential service component.

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

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

13.0 CONTRACTOR'S PERFORMANCE EVALUATION

13.1 Intake Process and Assessment

Upon placement of an NMD, CONTRACTOR shall ensure, each WD+ILS NMD completes the intake process as detailed in Section 8.2. CONTRACTOR shall immediately file completed intake forms in the NMD's file and send a copy to CPM within three business days following program admittance.

13.2 Exit Assessment

13.2.1 CONTRACTOR shall ensure each WD+ILS NMD, when exiting the WD+ILS program completes an Exit Survey (Exhibit A-22).

13.2.2 CONTRACTOR shall attach Exit Assessment to NMD's Termination Report.

13.2.3 CONTRACTOR shall forward to the CPM and CSW, within five business days of WD+ILS NMD exiting the program. Copies shall be filed immediately in the NMD's file.

13.3 Aftercare Follow-up and Tracking

CONTRACTOR shall provide Aftercare/Follow-up services post completion to all NMDs served in its program for days. However, if an NMD is terminated from the program or otherwise is on AWOL status, CONTRACTOR is relieved of this obligation.

13.3.1 CONTRACTOR shall have a plan to track and maintain contact with WD+ILS NMDs for one year following the NMD's exit of the WD+ILS program.

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

13.3.3 CONTRACTOR shall utilize the Aftercare Contact Form (Exhibit A-23) to track and thoroughly document contact with the former WD+ILS NMD.

13.3.4 CONTRACTOR shall contact former NMDs at 90-days intervals for 12 months.

13.3.5 CONTRACTOR shall document all attempts to contact former NMDs, and the outcome of the attempts and methods used (i.e. telephone, mail, social media, etc.). CONTRACTOR shall make at least two attempts to contact NMDs at each interval.

13.3.6 CONTRACTOR shall offer assistance whenever possible to former WD+ILS NMDs.

13.3.7 CONTRACTOR shall document the assistance requested, offered, and provided.

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

13.4 Success Stories

13.4.1 On an annual basis and by January 15th of each year, CONTRACTOR shall report to the CPM, in writing and if possible, include additional documentation such as copies of certificates, awards, or newspaper articles, on current/former WD+ILS NMDs that have achieved personal or professional goals/achievements that the CONTRACTOR may be directly or indirectly responsible for.

13.4.2 Such goals/achievements include, but are not limited to, NMD's acknowledgement for achievements by schools, community recognition/awards or employment recognition, receiving

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

14.0 QUALITY ASSURANCE AND FAILURE TO PERFORM

- 14.1 Within ten calendar days following the execution of this Contract, CONTRACTOR shall provide CPM with a Quality Assurance Plan (QAP), which will address how CONTRACTOR will meet all its requirements under this Contract.
- 14.2 CONTRACTOR shall incorporate the use of Exhibit A-24, 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.
- 14.3 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.
- 14.4 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.
- 14.5 The CPM or other authorized personnel will monitor CONTRACTOR performance in accordance with Part II, Section 24.0, COUNTY Quality Assurance Plan, of the Contract, and Exhibit A-24, Performance Requirements Summary.
- 14.6 In the event the COUNTY deems that CONTRACTOR is not meeting its responsibilities contained in this Contract or that CONTRACTOR's work is unacceptable, the CPM shall notify the CONTRACTOR in writing of the improvements needed.
- 14.7 The CPM may request a Corrective Action Plan. The CPM shall specify the problems that have been identified and the improvements needed, together with a time frame for the CONTRACTOR to take corrective action(s).
- 14.8 The COUNTY reserves the right to terminate this Contract with the CONTRACTOR for cause if the CONTRACTOR cannot or will not make the improvements required and/or included in the Corrective Action Plan by the CPM in accordance with Part II Standard Terms and Conditions, Section 54.0.

14.9 CONTRACTOR shall respond to the CPM within 30 days of the request for corrective action, regarding the specific corrective actions the CONTRACTOR has taken in accordance with Part II, Standard Terms and Conditions, Section 25.

15.0 PERFORMANCE OUTCOME GOALS

15.1 Safety: NMDs shall reside in a safe environment and be free from abuse and neglect.

15.2 Well Being/Self-Sufficiency: NMDs 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 – PROGRAM OUTCOME SUMMARY

1.0 SAFETY

PROGRAM OUTCOME SUMMARY – SAFETY		
PROGRAM OUTCOME GOALS: NMDs shall reside in safe environments and be free from abuse and neglect.		
OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
Safe, Clean, appropriately maintained living arrangement.	90% of WD+ILS units will be maintained in accordance with Contract expectations	Unit Inspections; Technical Reviews; Special Incident Reports/ I-Track
Substantiated allegations of abuse and/or neglect	0% substantiated allegations of abuse and/or neglect	CWS/CMS; Special Incident Reports/ I-Track
Units approved by Local City/County/ and certified by Contractor	100% of all Contractor units/sites will have a current Certificate of Compliance for each site while providing WD+ILS services to the County	Report/Letter; Certificates of Occupancy; Technical Review
Criminal clearances, training and certification for all staff and volunteers	100% of Contractor’s staff/volunteers will have background clearances, training, etc. and be approved by CPM prior to having contact with NMDs	Employee/Volunteer Report; Technical Review
Annual medical and dental examinations	80% of NMDs will have a current medical and dental examinations	DCFS 561 (a & b) Initial, Quarterly and Update Reports; Technical Reviews

2.0 WELL-BEING/SELF-SUFFICIENCY

PROGRAM OUTCOME SUMMARY – WELL BEING/SELF-SUFFICIENCY		
PROGRAM OUTCOME GOALS: NMDs will attain increased educational, employment and life skills to maintain their independence after foster care. They will also maintain their NMD participation condition.		
OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
NMD participation condition	100% of NMDs will have an identified NMD participation condition documented in their case files.	NMD's WD+ILS File
Progress toward identified NMD condition	80% of NMDs shall demonstrate documented progress/improvement toward their NMD qualifying condition 80% of NMDs will be enrolled in high school or equivalent, college at least half time, vocational education training or employment 80% of NMDs will remove barriers to employment 75% of NMDs with the employment qualifying condition will be employed at least 80 hours per month	<ul style="list-style-type: none"> • School Reports/Transcripts • WD+ILS Progress Reports and Service Reports • NMD WD+ILS Plan • NMD Interview • CSW Case Plan & documentation • TILP • NMD paystubs
Monthly Life Skills Training	100% of NMDs will receive life skills training	NMD WD+ILS Initial, Update, and Quarterly Progress Reports; Technical Reviews
Individualized Training	100% of NMDs with an identified need for individualized training will receive such training	
Transition to Jobs Corp	75% of eligible youth requiring continuing services past age 21 will be referred and recommended to the Job Corps or other residential program and continue their workforce/educational development.	NMD WD+ILS Initial, Update and Quarterly Progress Reports; Technical Reviews; Entry and Exit Assessments
Stable/ Affordable Housing	75% of NMDs or 10% above the previous year's accomplishment will be placed in a SILP, transition into or obtain affordable housing when they exit WD+ILS	

**EXTENDED FOSTER CARE
DEFINITIONS OF THE FIVE PARTICIPATION CONDITIONS:**

A nonminor dependent shall meet the eligibility standard for Extended Foster Care (EFC) or a nonminor former dependent for extended payment benefits for Adoption Assistance Program (AAP) or Kinship Guardianship Assistance Payment Program (Kin- GAP) by participating in at least one of the following five conditions. The nonminor dependent's plan of participation shall be described in his or her Transitional Independent Living Case Plan. The plan shall include a written description of the services that will help the nonminor dependent, which provides the basis for the six month certification of eligibility made by the placing agency's case manager to the eligibility worker and the court. During the six month certification period, the nonminor dependent shall report to his or her worker any changes in the participation plan and they shall work together collaboratively to ensure ongoing eligibility as the nonminor dependent assumes increasing levels of responsibility and independence.

"Transitional Independent Living Case Plan" is the nonminor dependent's case plan, updated every six months, that describes the goals and objectives of how the nonminor will make progress in the transition to living independently and assume incremental responsibility for adult decision making, the collaborative efforts between the nonminor and the social worker, probation officer, or Indian tribe and the supportive services as described in the Transitional Independent Living Plan (TILP), which is part of the case plan, to ensure active and meaningful participation in one or more of the participation conditions.

To the extent possible, verification for all 5 conditions should be obtained in the manner that respects the nonminor dependent's privacy and the confidentiality of their foster care status by enabling the nonminor dependent to utilize whatever verification the employer or internship commonly provides and without asking the nonminor to obtain any special documentation that may impinge on his/her privacy.

(1) Completing secondary education or a program leading to an equivalent credential.

In order to satisfy the criteria of completing secondary education, the nonminor dependent must be enrolled in a secondary school or a program leading to an equivalent credential. Enrollment can be in a public high school, charter high school, an alternative high school, a nonpublic school, adult education classes, or any other course of study leading towards completion of a high school diploma, General Equivalency Degree, High School Proficiency Certificate, or High School Completion Certification. Enrollment is deemed continuous during any summer or other scheduled break in the school program.

A nonminor dependent who is participating in special education activities as described in his/her Individualized Education Plan (IEP) is deemed to be in compliance with this participation condition.

Verification of enrollment can be satisfied by requesting that the NMD provide proof of enrollment that indicates the courses that the student is enrolled in. Acceptable documentation could include, but is not limited to, an unofficial transcript; an electronic copy of the nonminor dependent's current course schedule, or a letter from the institution or other similar documentation.

Examples of How a Nonminor Dependent Meets Requirement for Completing High School or Secondary Education

In order to be considered participating in a program that is leading towards completion of a high school or secondary education, the youth can be doing one of the following (including but not limited to):

1. Independent study
2. Nonpublic School
3. Public High School
4. Home Schooling
5. Private High School
6. Alternative High School/Continuation School
7. Special Education Classes
8. Adult School (to complete GED)

(2) Enrolled in an institution which provides postsecondary or vocational education.

In order to satisfy the criteria of enrollment in an institution which provides post- secondary or vocational education a nonminor dependent must be enrolled at least half- time. In most institutions, including the California public college and university systems, this will consist of enrollment in at least six semester course units or quarter course equivalent. In some cases a different standard of tracking enrollment may be utilized by an institution, such as some vocational courses which define enrollment in “clock hours” rather than credits, and the half-time standard should be applied accordingly.

Further, satisfaction of the enrollment requirement does not require formal admission to an institution and includes situations where a student is enrolled in individual courses without being enrolled in the institution, such as University extension courses. Courses taken at any institution which is licensed to operate in the State of California, or taken at a comparable institution located or licensed to operate in another state, shall count towards the participation requirement. Nonminor dependents can take coursework at multiple institutions to equal the half-time standard.

If a nonminor must take remedial courses as a pre-requisite to enroll in standard general education coursework, these courses are also eligible even if they do not meet the standard amount of units as other coursework (three units per class). In these cases, the part-time equivalent of two courses would apply and qualify the nonminor as meeting the postsecondary education requirements.

This provision also applies to NMDs on a summer or other scheduled school breaks or who are awaiting admissions determinations or pending enrollment in courses. Official school breaks do not disqualify youth from meeting the eligibility criteria.

NMDs who are enrolled in post-secondary education or vocational training at less than half time, but in at least one course, do not qualify under this participation condition, but can qualify for EFC benefits under participation condition #3 (an activity designed to promote, or remove barriers to employment).

Additionally, if a student drops courses mid-term (whether considered voluntary or involuntary) this shall not result in automatic disqualification from EFC benefits. The nonminor dependent should be given a reasonable amount of time to start participation in a different participation condition. Participation in condition #3 is the best option to transition a nonminor dependent into another participation condition or to bridge the gap if he/she wants to enroll in classes again the next semester.

Verification of enrollment at a postsecondary or vocational institution can be made by requesting that the NMD provide proof of enrollment that indicates the credit and non-credit courses that the student is enrolled in. Acceptable documentation could include, but is not limited to, an unofficial transcript, an electronic copy of the student's current course schedule, or a letter from the institution or other similar documentation. Official transcripts are not required.

Examples of How a Nonminor Dependent Meets the Postsecondary Education/ Training Requirements:

Eligible Institutions

Eligible Institutions include, but are not limited to:

- All public postsecondary systems in California (Community College, California State University and University of California);
- All public postsecondary systems outside of California (Community Colleges and Universities);
- Schools approved by the Bureau for Private Postsecondary Education;
- Schools accredited through the Western Association of Schools and Colleges;
- Schools approved or accredited through a similar body in another state; and
- Courses taken through correspondence or on-line studies that are affiliated with a licensed institution count towards the participation requirement.

Unavailable Coursework

If a nonminor dependent is unable to enroll in any coursework due to required classes being full, participation condition # 3 should be used for supporting the nonminor dependent until the nonminor dependent can enroll in the next available semester. Additionally, if a nonminor dependent is only able to enroll in one course and does not meet the part-time requirement, the nonminor dependent is eligible under participation condition #3 and this should be documented on the Transitional Independent Living Case Plan if it is not already listed as a back-up plan.

Impact of Dropping Courses

If a student drops courses mid-term (whether considered voluntary or involuntary), this shall not result in automatic disqualification from AB12 benefits. If this happens, it is best to use the back-up plan of participation condition #3. If the nonminor dependent does not wish to do this then the court must review the circumstances surrounding the student's decision to determine if the nonminor dependent can maintain eligibility until there is opportunity to re-enroll in the following term. There are many factors that may result in failing to complete

courses in which they enrolled. Circumstances that would be considered as extenuating factors could include, but are not limited to:

- a. The student has learning disabilities or mental health issues (diagnosed or undiagnosed) that prevented the student from successfully completing the coursework.
- b. A personal or family emergency, such as the loss of housing, family illness, medical emergency, or intervention by the young person's family of origin interfered with the student's ability to complete coursework.
- c. A lack of affordable childcare interfered with the student's ability to attend classes or complete coursework.
- d. The courses in which the student enrolled were inappropriate for his/her skill level and the student must first take remedial classes or access tutoring services in order to successfully complete college level coursework.
- e. A delay in financial assistance or other financial hardship presented a barrier to completing coursework.

(3) Participating in a program or activity designed to promote, or remove barriers to employment.

A program or activity designed to promote, or remove barriers to employment is an individualized program based on a youth centered assessment of skills and needs. These activities could be self-directed, completed in conjunction with a nonminor dependent's caregiver or social worker, or part of an organized program. Unpaid employment, internships, volunteer activities, vocational rehabilitation or participation in a substance abuse program also meet this participation condition.

A nonminor dependent shall be deemed participating in a program or activity designed to promote, or remove barriers to employment as long as the youth is working toward meeting goal(s) in his/her Transitional Independent Living Case Plan by participating in an Independent Living Program activity or a program that moves the youth forward in reaching a goal on his/her TILP. See Attachment C for sample activities.

A nonminor dependent who is meeting eligibility requirements solely through this participation condition should be working toward developing skills that will help him/her to transition to the education or employment participation condition to ensure that he/she is adequately prepared to transition to independence at the end of his/her time in EFC. This participation condition is intended to help bridge gaps in a nonminor dependent's readiness for achieving more responsibility in college, vocational school or employment. For nonminor dependent's meeting eligibility solely through this requirement, at the six month certification period it should be considered if the nonminor dependent can successfully move to another eligibility condition.

This participation condition should always be used as a back-up plan for the nonminor dependent's TILP in case the nonminor dependent intentionally or unintentionally experiences a break in participation in an educational or employment activity part way through

the six month eligibility certification period. For example, the nonminor dependent quits his/her job but does not have other employment lined up.

For a nonminor who is re-entering foster care after a break, the initial meeting with the social worker to select the participation activity satisfies the requirement of removing barriers to employment. However, the nonminor must begin participating in the activity within a reasonable amount of time after Re-Entry.

Verification for this condition will vary depending on the activity that nonminor dependents are participating in. A certificate of completion for a class or training is sufficient for more formal or structured programs. However, as this category is very broad, verification can also be as flexible as documentation in a case manager's notes when the NMD shows the case manager a revised resume or discusses the outcome of job searches and/or interviews.

Examples of Programs and Activities Designed to Promote or Remove Barriers to Employment

The program or activities designed to remove barriers to employment that the youth participates in may include, but not be limited, to:

- Job skill classes/training
- Distance learning
- On-line tutorials
- Job shadowing
- Mentoring
- Volunteering
- Internship and apprenticeship
- Resume/interview skills classes/training
- Career exploration classes/training/programs
- Dress/hygiene/health care management classes/training/counseling/therapy
- Social skills classes/training/programs
- Anger management classes/training/programs
- Substance abuse treatment
- Mental health treatment
- Domestic violence/date violence programs
- Teen parent classes or programs
- Navigating public transportation
- Registering and participating with the OneStop
- Budget and money management classes/training/programs
- Driver's education
- Enrolled in ILP or participating in ILP
- Workforce Investment Act case management
- Enrollment in at least one course at college or a vocational program for credit or non-credit

Non-credit courses which count towards the participation requirement include, but are not limited to, the following classifications of courses:

- Basic Skills
- Developmental or Remedial Education
- English as a Second Language (ESL) courses
- College and Career Planning or College Success Skills Courses
- Workforce Preparation Courses
- Education Programs for Persons with Substantial Disabilities
- Home Economics Careers and Technology
- Not-for-credit Vocational Programs
- Courses taken through University of California Extension or Cal State Open University
- Other such activities designed to promote or remove barriers to employment

(4) Employed for at least 80 hours per month.

In order to satisfy the criteria of employed for at least 80 hours a month a nonminor dependent must be engaged in full or part time employment activities which includes, but is not limited to paid internships, apprenticeships, Ticket to Work (for individuals receiving Supplemental Security Income), or work study programs. The nonminor dependent can be engaged in a combination of paid employment activities at one or more places of employment in order to meet the 80 hours a month requirement. As long as the nonminor dependent is scheduled to work at least 80 hours a month, he/she shall be deemed to meet this participation condition even if the non-minor dependent does not actually work that number of hours due to holidays, illness, approved vacation (by employer) or other circumstances beyond the Re-Entry Youth's control. Any earned income shall be disregarded for purposes of eligibility determination as specified in the non-minor dependent's TILP.

Verification of employment for at least 80 hours per month may include, but not be limited to, providing a copy the nonminor dependent's work schedule, pay stubs, a statement of hiring from the employer, or a statement of acceptance from the apprenticeship or internship program.

Examples of Resources and Work Programs

1. Job Corps
2. VISTA
3. Workforce Investment Boards
4. One Stops
5. Ticket to Work

(5) Incapable of doing any of the activities described in subparagraphs (1) to (4), inclusive, due to a medical condition, and that incapability is supported by regularly updated information in the case plan of the nonminor dependent.

In order to satisfy the eligibility criteria set forth in WIC section 11403 (b)(5), two determinations must be made. First, a nonminor dependent must have a "medical condition." Second, the medical condition must render the minor incapable of doing any of the activities described in subparagraphs (1) to (4). A "medical condition" is a physical or mental state that limits a nonminor dependent's ability to participate in any of the activities described in subparagraphs (1) through (4), as verified by a healthcare practitioner. A healthcare

practitioner is defined as any individual provider who is licensed or otherwise authorized by the state, county or city in which the provider is located to provide services related to physical or mental health. If a non-minor dependent does not undertake remedial measures to treat a verified medical condition, he or she will still be deemed to have a qualifying medical condition under this subparagraph.

A nonminor dependent is deemed “incapable of doing any of the activities described in subparagraphs (1) to (4)” if he or she cannot consistently meet the criteria of subparagraphs (1) to (4) due to the documented medical condition.

Verification that a nonminor dependent cannot consistently meet the full requirements of subparagraphs (1) to (4) can be satisfied by written documentation by a healthcare practitioner which explains that one of the reasons that the nonminor is unable to meet the criteria of subparagraphs (1) to (4) is because he or she has a “medical condition” as defined in this subsection. A nonminor dependent who is eligible for a disability program including, but not limited to, Supplemental Security Income, Social Security Disabled Adult Child benefits, State Disability Insurance, or Regional Center Services may have a medical condition that fits under this participation condition if the medical condition renders him/her incapable of participating in an education plan to complete high school (or equivalent), attend college or vocational school at minimum part-time or maintain part-time employment.

The nonminor dependent is deemed eligible for extended benefits under this section upon a verification of eligibility for such a condition. Verification of disability benefits status may include an award letter, notice of action or copy of the check or benefit identification card.

The nonminor dependent, unless incapable, is responsible for obtaining and providing the social worker or probation officer with one of the following: (1) the written verification from a healthcare practitioner stating that the nonminor dependent has a medical condition and that he or she cannot consistently meet the full requirements of subparagraphs (1) to (4) or (2) the verification of the nonminor dependent’s disability benefits status. If the nonminor dependent is incapable of obtaining verification the caregiver or social worker will need to assist the nonminor or obtain the verification.

Note: These definitions were developed collaboratively with CDSS, CWDA, sponsors of AB 12, county representatives and stakeholders.

CERTIFIED/DECERTIFIED EMPLOYEES AND VOLUNTEERS REPORT

AGENCY: _____

DATE: _____

DECERTIFIED OR AGENCY STAFF WHO HAVE NOT BEEN CERTIFIED ARE NOT ALLOWED UNDER ANY CIRCUMSTANCES TO HAVE DIRECT CONTACT WITH YOUTH.

CERTIFICATION

EMPLOYEE/VOLUNTEER NAME	DATE BACKGROUND CHECK	CLEAR Y/N	CHILD ABUSE INDEX DATE	CLEAR Y/N	EDUCATION/ EXPERIENCE VERIFIED Y/N	POSITION	PAID Y/N	LOCATION	START DATE	HRS PER WEEK

PRINT EMPLOYEE/VOLUNTEER NAME

EMPLOYEE/ VOLUNTEER SIGNATURE

DATE

DECERTIFICATION

EMPLOYEE/VOLUNTEER NAME	POSITION	PAID Y/N	LOCATION	DATE DECERTIFIED	STILL EMPLOYED Y/N	NEW POSITION	LAST DAY OF DIRECT CONTACT WITH YOUTH

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT

PROGRAM DIRECTOR'S SIGNATURE

PRINT NAME

TODAY'S DATE

PROJECT ADMINISTRATOR SHALL ENSURE THAT **EACH** EMPLOYEE/ VOLUNTEER LISTED COMPLETES AND SIGNS THE FORM. THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED TO COUNTY'S PROGRAM MANAGER FOR EACH CERTIFIED EMPLOYEE/VOLUNTEER LISTED ABOVE.

**PLACEMENT AGENCY – WD+ILS PROVIDER AGREEMENT
NONMINOR DEPENDENT PLACED BY AGENCY WITH WD+ILS PROVIDER**

NAME OF YOUNG ADULT	WD+ILS PROVIDER NAME
BIRTH DATE OF YOUNG ADULT	DATE PLACED WITH WD+ILS PROVIDER
CASE NUMBER	DATE FIRST ENTERED AS YOUNG ADULT
The Placement Agency will pay \$3,000 per month in return for the above-named young adult's care and supervision as defined in Welfare and Institutions Code 11403.2 and other applicable law and regulations. Payment will be prorated from first day of initial placement up to 30 days with subsequent payments to be made monthly.	
PLACEMENT AGENCY AGREES TO	WD+ILS PROVIDER AGREES TO
The placing agency will obtain from the young adult all appropriate releases of information relevant to this placement in order to provide the WD+ILS provider with knowledge of the background and needs of this young adult. This may include, based on the young adult's consent, a social work assessment, medical reports, educational assessment psychiatric/psychological evaluations, identification of special needs, and the young adult's TILP. This shall be made available to the provider within 2 business days from date of placement.	Provide this young adult with a single occupancy residential transitional housing to care for the young adult's needs with a goal of permanent placement in a job development/job placement program. Non-minor Dependent DCFS youth participating in WD+ILS will be given priority for placement in the permanent job development/job placement program.
Inform the provider, before placement, of this young adult's behaviors and proclivities that might be harmful to others.	Notify the placing agency within 24 hours of the provider having knowledge (unless there is a separate written agreement with the placing agency) by phone followed in writing of significant changes in the young adult's health, behavior or location as well as significant issues including suspected physical or psychological abuse, death, injury, unusual incidents, unusual absence of a young adult, placement issues, changes to work or school participation and all items required by approval standard regulations.
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 team meetings to discuss the young adult's transition plan.	Use constructive alternative methods of harm reduction; not use corporal punishment; threat of discharge or any degrading or humiliating punishment.
Work with provider staff toward successful completion of the young adult's needs and services plan, a positive placement outcome and timely permanency for the young adult.	Respect and keep confidential information given about this young adult.
Maintain monthly face to face contact with the young adult.	Work with the placing agency to develop and submit to them a transition plan that develops an understanding of the responsibilities, objectives and requirements of the agency in regard to the care of this young adult, including the information listed on the reverse side of this form, within 30 days of placement of the young adult. The transition plan shall be up- dated at least every six months.
Continue paying for the young adult's care as long as the young adult remains in placement or in the temporary absence of the young adult, when the placing agency asks the provider to retain an open placement.	Written progress reports on the transition plan progress shall be provided at least every six months or more frequently by mutual agreement.
Provide the young adult with his or her Medi-Cal card or proof of other medical coverage.	Give placing agency 5- day notice of intent to discharge or move this young adult. Notify the placing agency of any intended move of this young adult prior to the move. The provider has the authority to move a young adult in the case of imminent risk to the young adult or others in the household. The provider shall notify the placing agency within 24 hours of such move.
Verify and remit/reconcile any underpayments within 45 days of provider notification of such underpayments.	Provider social worker shall visit this young adult in private in their site at the frequency specified in the provider's plan of operation.
Notify the provider within 12 months of suspected overpayments, in accordance with applicable laws allowance policy and procedures.	Remit any overpayment in full to the county welfare department upon receipt of a notice of action or following the completion of due process.
	Inform county upon discovery of any apparent overpayment.

Placement agency will provide the following information upon placement:

- Medical and Dental needs
- Psychological/psychiatric issues identified
- Staffing review summaries
- Educational /employment assessment
- Peer adjustment
- Relationship to adults identified as potential permanent connection
- Involvement in recreation programs
- Behavior Problems impacting house rules
- Educational and employment objectives (goals established for next 3 months)
- Long-range goals including anticipated length of placement
- Tasks planned to reach educational and employment objectives and goals as defined in the young adult's TILP and who will be performing these tasks, including agency service activity
- Identification of unmet needs
- Involvement of young adult in the transition program
- Provide Long-Term TAP Cards after 60 days

Periodic update of transition plan shall include:

- Current status of young adult's physical and psychological health as well as access to medical and dental exams
- Reassessment of young adults adjustment to placement, transitional program, peers and school/work
- Progress towards short-term objective and long-range goals as defined in the young adults TILP including tasks which have been performed to reach these objectives and goals
- Reassessment of unmet needs and efforts made to meet these needs
- Modification of transition plan, tasks to be performed and anticipated length of placement
- Involvement of young adult in transition program
- Plan to exit foster care to sustainable housing and incremental steps made towards independence

Provider services will include:

- Intake and Assessment
- Single Occupancy Residential Housing for male and female youth (Studio Club)
- Laundry essentials
- Bed Linen & towels (Individual set(s) per resident)
- Workforce Development Training (Job Corps, Digital Learning Center, Vocational/ Academic Training)*
- Soft Skills Training
- Life Skill Linkages
- On-site Mental Health Services [@ Main Campus 10th& Olive Location]*
- Assisted Job Placement Services which are linked to completion of one their multiple training programs*
- Mentoring & Tutorial Assistance
- Resource and Referral services
- Skills and Educational Based testing
- Transportation (initial short-term TAP Cards and Door-to-door Van transportation to the main campus for programs and services)
- Medical Care (On-site @ main Campus complete medical facility)*
- Dental Care (On-site @ main Campus)*
- Recreational, Gym and Music Facilities
- Library (Official LA Library Satellite Site @ main Campus)
- Educational Testing using TABE (the Test of Adult Basic Education)*
- Bridges System (self-directed planning tool)
- VARK ((Visual Aural, Read/Write and Kinesthetic) to assess literacy, numeracy, core abilities, and learning , modalities to determine participants best career and education option(s)*

Single Occupancy Residential Housing will include:

- (1) Twin Bed and mattress
- (2) Linen Sets
- Mirror
- Locker
- Dresser
- Desk & Chair

*Services provided based on assessed need and transition plan.

By this signature I attest that I have read this agreement and agree to fulfill these requirements and I am authorized on behalf of my agency to sign this. The terms of this agreement shall remain in force until changed by mutual consent, in writing, of both parties.

YOUNG ADULTS'S PLACEMENT WORKER NAME		PHONE	
PRINT:	SIGNATURE:	()	
COUNTY AND NAME OF AGENCY	TITLE	DATE	
WD+ILS PROVIDER'S/REPRESENTATIVE'S NAME		PHONE	
PRINT:	SIGNATURE:	()	
NAME OF AGENCY	TITLE	DATE	
AGENCY ADDRESS			

AGENCY – WD+ILS PROVIDER SERVICE AGREEMENT

NAME OF YOUNG ADULT	WD+ILS PROVIDER NAME
BIRTH DATE OF YOUNG ADULT	DATE PLACED WITH WD+ILS PROVIDER
CASE NUMBER	DATE FIRST ENTERED AS YOUNG ADULT
<p>The Referring Agency will pay \$3,500.00 per month in return for the above-named young adult's care and supervision and selected independent living opportunities for eligible Non-Minor Dependents (NMDs) under the supervision of child protective services, who are between the ages of 18 and 21. Payment will be prorated from first day of initial placement up to 30 days with subsequent payments to be made monthly. The Contractor shall be guaranteed five (5) days prorated remuneration for all NMDs placed for assessment</p>	
REFERRING AGENCY AGREES TO	WD+ILS PROVIDER AGREES TO
<p>The referring agency will obtain from the young adult all appropriate releases of information relevant to this placement in order to provide the WD+ILS provider with knowledge of the background and needs of this young adult. This may include, based on the young adult's consent, a social work assessment, medical reports, educational assessment psychiatric/psychological evaluations, identification of special needs, and the young adult's TILP. This shall be made available to the provider within 2 business days from date of placement.</p>	<p>Provide this young adult with a single occupancy residential transitional housing to care for the young adult's needs with a goal of permanent placement in a job development/job placement program. Non-minor Dependent DCFS youth participating in WD+ILS will be given priority for placement in the permanent job development/job placement program.</p>
<p>Inform the provider of any known behaviors and proclivities that might be harmful to others.</p>	<p>Notify the referring agency within 24 hours of the provider having knowledge (unless there is a separate written agreement with the referring agency) by phone followed in writing of significant changes in the young adult's health, behavior or location as well as significant issues including suspected physical or psychological abuse, death, injury, unusual incidents, unusual absence of a young adult, placement issues, changes to work or school participation and all items required by approval standard regulations.</p>
<p>Work with the provider in the development and progress of a transition plan. The county referring agency will notify and invite the provider to participate in team meetings to discuss the young adult's transition plan.</p>	<p>Use constructive alternative methods of harm reduction; not use corporal punishment; threat of discharge or any degrading or humiliating punishment.</p>
<p>Work with provider staff toward successful completion of the young adult's needs and services plan, a positive placement outcome and timely permanency for the young adult.</p>	<p>Respect and keep confidential information given about this young adult.</p>
<p>Maintain monthly face to face contact with the young adult.</p>	<p>Work with the referring agency to develop and submit to them a transition plan that develops an understanding of the responsibilities, objectives and requirements of the agency in regard to the care of this young adult, including the information listed on the reverse side of this form, within 30 days of placement of the young adult. The transition plan shall be up-dated at least every six months.</p>
<p>Continue paying for the WD+ILS services for the young adult as long as the young adult remains in placement or in the temporary absence of the young adult, when the referring agency asks the provider to retain an open placement.</p>	<p>Written progress reports on the transition plan progress shall be provided at least every six months or more frequently by mutual agreement.</p>
<p>Provide the young adult with his or her Medi-Cal card or proof of other medical coverage.</p>	<p>Give referring agency 5-day notice of intent to discharge or move this young adult from the program. The provider has the authority to move a young adult in the case of imminent risk to the young adult or others in the program. The provider shall notify the referring agency within 24 hours of such move.</p>
<p>Verify and remit/reconcile any underpayments within 45 days of provider notification of such underpayments.</p>	<p>Provider social worker shall visit this young adult in private in their site at the frequency specified in the provider's plan of operation.</p>
<p>Notify the provider within 12 months of suspected overpayments, in accordance with applicable laws allowance policy and procedures.</p>	<p>Remit any overpayment in full to the county welfare department upon receipt of a notice of action or following the completion of due process.</p>
	<p>Inform county upon discovery of any apparent overpayment.</p>

Referring agency will provide the following information upon placement:

- Medical and Dental needs
- Psychological/psychiatric issues identified
- Staffing review summaries
- Educational /employment assessment
- Peer adjustment
- Relationship to adults identified as potential permanent connection
- Involvement in recreation programs
- Behavior Problems impacting house rules
- Educational and employment objectives (goals established for next 3 months)
- Long-range goals including anticipated length of placement
- Tasks planned to reach educational and employment objectives and goals as defined in the young adult's TILP and who will be performing these tasks, including agency service activity
- Identification of unmet needs
- Involvement of young adult in the transition program
- Provide Long-Term TAP Cards after 60 days

Periodic update of transition plan shall include:

- Current status of young adult's physical and psychological health as well as access to medical and dental exams
- Reassessment of young adults adjustment to placement, transitional program, peers and school/work
- Progress towards short-term objective and long-range goals as defined in the young adults TILP including tasks which have been performed to reach these objectives and goals
- Reassessment of unmet needs and efforts made to meet these needs
- Modification of transition plan, tasks to be performed and anticipated length of placement
- Involvement of young adult in transition program
- Plan to exit foster care to sustainable housing and incremental steps made towards independence

Provider services will include:

- Intake and Assessment
- Single Occupancy Residential Housing for male and female youth (Studio Club)
- Laundry essentials
- Bed Linen & towels (Individual set(s) per resident)
- Workforce Development Training (Job Corps, Digital Learning Center, Vocational/ Academic Training)*
- Soft Skills Training
- Life Skill Linkages
- On-site Mental Health Services [@ Main Campus 10th& Olive Location]*
- Assisted Job Placement Services which are linked to completion of one their multiple training programs*
- Mentoring & Tutorial Assistance
- Resource and Referral services
- Skills and Educational Based testing
- Transportation (initial short-term TAP Cards and Door-to-door Van transportation to the main campus for programs and services)
- Medical Care (On-site @ main Campus complete medical facility)*
- Dental Care (On-site @ main Campus)*
- Recreational, Gym and Music Facilities
- Library (Official LA Library Satellite Site @ main Campus)
- Educational Testing using TABE (the Test of Adult Basic Education)*
- Bridges System (self-directed planning tool)
- VARK ((Visual Aural, Read/Write and Kinesthetic) to assess literacy, numeracy, core abilities, and learning , modalities to determine participants best career and education option(s)*

Single Occupancy Residential Housing will include:

- (1) Twin Bed and mattress
- (2) Linen Sets
- Mirror
- Locker
- Dresser
- Desk & Chair

*Services provided based on assessed need and transition plan.

By this signature I attest that I have read this agreement and agree to fulfill these requirements and I am authorized on behalf of my agency to sign this. The terms of this agreement shall remain in force until changed by mutual consent, in writing, of both parties.

YOUNG ADULTS'S (NMD's) WORKER NAME		PHONE	
PRINT:	SIGNATURE:	()	
COUNTY AND NAME OF AGENCY	TITLE	DATE	
WD+ILS PROVIDER'S/REPRESENTATIVE'S NAME		PHONE	
PRINT:	SIGNATURE:	()	
NAME OF AGENCY	TITLE	DATE	
AGENCY ADDRESS			

SUPPORT SERVICES

The YWCA GLA provides the following support services:

Job Search and Placement, Case Management Services, Independent Living Supportive Services, Educational Assistance, In-House Counseling, Medical and Dental Care referrals, Mental Health Services and Substance Abuse Treatment and Transportation.

Job Placement Assistance

Participants have received personalized career transition services that lead to long-term employment, earnings growth, career progression, and further education. Graduates remain successfully attached to the workforce and/or further education and training by connecting them with transitional support services within their communities. Staff review follow-up case notes to re-assess student needs, ensure that contact with graduates continues until initial placement for up to nine months after separation and twelve months after initial placement; and verify six and twelve-month follow-up process.

The YWCA GLA provides additional support services as part of the Workforce Development Programs:

Workforce Readiness Program

- Individualized career development services
- Personal Career Development Plan (PCDP);
- Career development classes and activities
- Support systems to address personal needs
- Transitional services
- Coordination of community resources to meet identified needs such as WorkSource Career Centers, skills centers, community agencies, etc.

Los Angeles Job Corps Center (LAJCC)

- Access to fully operational medical and dental facility
- Counseling services
- Post-graduation support services

Digital Learning Academy (DLA)

- “School to Career” model, providing a fully equipped, digital print shop that includes the training and tools necessary to provide an employment path through which students can become digital craftsmen after six months

AGENCY CENSUS MONTHLY REPORT

Agency Name: _____ Report Month: _____

Studio Club Overview:			
Number of Beds: <input type="text"/>	Number of Exits: <input type="text"/>	Planned: <input type="text"/>	Unplanned: <input type="text"/>
Total Number of Participants: <input type="text"/>	SILP: <input type="text"/>	Job Corps: <input type="text"/>	DLA (21+): <input type="text"/>
Number of Entries: <input type="text"/>	Own Housing: <input type="text"/>	Family: <input type="text"/>	Incarcerated: <input type="text"/>
	Alcohol/Drug Treatment: <input type="text"/>	Psychiatric Hospital: <input type="text"/>	Unknown: <input type="text"/>
Other: _____			

Caseload:					
Name	Position	Staff Supervised	Youth on Caseload	Monthly:	YTD:

Case Conferences:			
Initial Case Conference: <input type="checkbox"/>	6-Month Case Conference: <input type="checkbox"/>	90-Day Transition: <input type="checkbox"/>	Other: <input type="checkbox"/>

New Hires:	
Did the Agency Hire New Staff?	Yes or No (If Yes, List Below)
1.	
2.	
3.	
4.	
5.	

Decertifications:	
Did the Agency Decertify Any Staff?	Yes or No (If Yes, List Below)
1.	
2.	
3.	
4.	
5.	

YOUTH PARTICIPATION	Month	YTD
Number of participants in the program		
Number of female participants		
Number of male participants		
Number of 18 year old participants		
Number of 19 year old participants		
Number of 20 year old participants		
Number of youth transitioned to Job Corps		

Age Alerts:	Month	YTD
Number of 20.5 year old participants		

Serious Incident Reports (SIRs)	Month	YTD
Number of SIRs completed		

WD+ILS Participants [(Criteria for AB-12 EFC) ()]:	Month	YTD
1. Attend High School or a GED Equivalent Program		
2. Attend College/Vocational School at Least Half –Time		
3. Have a Job Working At Least 80 Hours per Month		
4. Participate In a Program or Activity Designed To Remove Barriers to Employment		
5. Have a Medical/Mental Condition That Prevents Them From Participating In One of the Above		

Education:	Month	YTD
Attend High School or a GED Equivalent Program		
Completed High School or a GED Equivalent Program		
Attend Vocational School		
Attend a 2-Year College		
Attend a 4-Year College/University		
Completed Vocational School		
Completed a 2-Year College		
Completed a 4-Year College/University		

Employment:	Month	YTD
Number of Full-Time Employees		
Number of Part-Time Employees		
Number of Unemployed		
Number Attending Employment Training		
Number Actively Seeking Employment		
Number Volunteering Service		

Independent Living Skills (ILS)	Month	YTD
Number of Participants completing each ILS class (list topics) Covered		
1.		
2.		
3.		
4.		

Recreational Activities:	Month	YTD
Number of Recreational Activities Offered:		
Number of Participants Attending Recreational Activities:		
Number of Participants for Each and List Each Activity:		
1.		
Transportation Provided: Yes <input type="checkbox"/> No <input type="checkbox"/> Agency Incurred Expense: Yes <input type="checkbox"/> No <input type="checkbox"/> Free <input type="checkbox"/>		
2.		
Transportation Provided: Yes <input type="checkbox"/> No <input type="checkbox"/> Agency Incurred Expense: Yes <input type="checkbox"/> No <input type="checkbox"/> Free <input type="checkbox"/>		
3.		
Transportation Provided: Yes <input type="checkbox"/> No <input type="checkbox"/> Agency Incurred Expense: Yes <input type="checkbox"/> No <input type="checkbox"/> Free <input type="checkbox"/>		
4.		
Transportation Provided: Yes <input type="checkbox"/> No <input type="checkbox"/> Agency Incurred Expense: Yes <input type="checkbox"/> No <input type="checkbox"/> Free <input type="checkbox"/>		

**WORKFORCE DEVELOPMENT + INDEPENDENT LIVING SERVICES (WD+ILS)
PROGRAM REFERRAL**

The Workforce Development Plus Independent Living Services (WD+ILS) was designed to provide selected independent living opportunities for eligible Non-Minor Dependents (NMDs) who are between the ages of 18 and 21, to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing (SILP Living Arrangement), job skills training, educational testing & assistance and supportive services. WD+ILS services are available and provide single-unit occupancy residential housing with supervision and support services. ALL requests submitted to the ESC Team must include complete documentation as outlines below:

DCFS 709 & CURRENT COURT REPORT MUST BE ATTACHED

CONTACT ESC PROGRAM AT 626-243-6107

1. Name of Minor: _____ DOB: _____
2. Gender: _____ Age: _____
3. Office: _____
4. CSW and Telephone Number/ Cell Number: _____
 - i. SCSW and Telephone number: _____
 - ii. ARA: _____
 - iii. RA: _____
5. What are some positive aspects of the minor:
6. Family members involved, strengths, visitation plan:
7. Transition Plan:
8. Is minor in office? Or in placement? Why was minor detained/replaced? Please include a detailed description of behavior and mental health issues.
9. Is minor being discharged from a hospital? Reason for hospitalization?
10. History of previous hospitalizations (*if applicable):
11. Is minor on Medication?
12. Does the minor have a history of drug use? If so drug of choice?
13. Minor identified as Commercial Sexual Exploited Children (CSEC):
14. Probation minor?
15. Previous placements
16. Has minor been placed in any other training program? If so, where? And when?
17. Is child/youth receiving Wraparound Services?

If Yes: Please identify which agency: _____

**WORKFORCE DEVELOPMENT + INDEPENDENT LIVING SERVICES (WD+ILS)
PROGRAM REFERRAL**

Is youth in School/Workforce Development Program? yes no
Name of School: _____

High School Diploma/GED? yes no

Does youth have a valid Driver's License? yes no

Probation youth? yes no

Probation officer's name: _____ Phone Number: _____

Does youth owe any fines or unpaid tickets? yes no

If yes, how much? _____ Community Service ordered: _____

Does youth have current or prior "gang" affiliation? yes no

List the youth's top three professional goals:

1. _____

2. _____

3. _____

FOR INTERNAL USE ONLY:

Referred to WD+ILS Program

Referral not appropriate for WD+ILS Program

Incomplete Referral

CPM Initials: _____ Date: _____

ATTORNEY, ATTORNEY DESIGNEE, OR PARTY WITHOUT ATTORNEY (name and address): Attorney Or Attorney Designee for (Client's Name): Telephone No.: _____ Fax No.: _____	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Juvenile Division 201 Centre plaza Drive Monterey Park, CA 91754	
CHILD'S NAME: _____ DOB: _____	
DECLARATION IN SUPPORT OF ACCESS TO AND COPIES OF JUVENILE RECORDS (WIC §827, CRC Rule 5.552; Local Rule 7.2)	Juvenile Case Number: Dependency _____ Delinquency _____

A. Person/Agency Entitled to Access Pursuant to Welfare & Institutions Code (WIC) §827, California Rules of Court, Rule 5.552, and Los Angeles Superior Court (LASC) Local Rules, Rule 7.2:

- Subject child
- Subject child's parent or legal guardian
- Attorney for subject child (including appellate attorney) *[continue to Section B below]*
- Attorney for subject child's parent/legal guardian (including appellate attorney) *[continue to Section B below]*
- The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action. *[Continue to Section B below]*
- Attorney authorized to prosecute adult criminal or juvenile matters under California state law (district attorney, city attorney, city prosecutor) *[Continue to Section B below]*
- Person/agency actively participating in adult criminal or juvenile proceedings involving the minor (hearing officers, probation officers, law enforcement officers)
- State Department of Social Services staff for the purposes delineated in WIC §827(a)(1)(I)
- Member of child protective agencies per Penal Code §11165.9 (police, sheriff, county probation, county child welfare)
- Superintendent or designee of school district where child attends or is enrolled
- State Department of Social Services staff for the purposes delineated in WIC §827(a)(1)(J)
- Member of child's multi-disciplinary team
- Person/Agency currently providing supervision or treatment of child
 Title & Relationship to Child _____

- Family law judicial officer, or clerk acting on behalf of judicial officer; family law case # _____
- Family law mediator or evaluator (including person performing investigation or assessment)
- Court-appointed probate guardianship investigator
- Local child support agency
- Juvenile justice commission
- Other (including pursuant to court order; please attach copy of order)

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

B. Attorney

Name: _____ State Bar #: _____ Case No: _____
Court (criminal, juvenile, etc.) _____ Client Name: _____
Client's relationship to subject of juvenile records: _____

C. Type of Records

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

- Juvenile Dependency - court file only
 - Juvenile Delinquency - court file only
 - Other (please specify below the type of records you seek, if not listed above)
-

If you are entitled and wish to access records from the Department of Child and Family Services (DCFS), please contact **Elo Ulloa or Marcy Stevenson – DCFS Records Unit/Office of County Counsel – address: 201 Centre Plaza Dr Ste. 1, Monterey Park, CA 91754 – phone number: (323) 526-6100.**

If you are entitled and wish to access records from the Probation Department, please contact the Custodian of Records, **Tracy Jordan-Johnson, at (323) 260-2788.**

D. Reason for Request of Records

- Personal use
 - Other (please specify below if you plan to re-disclose records to third parties)
-
-

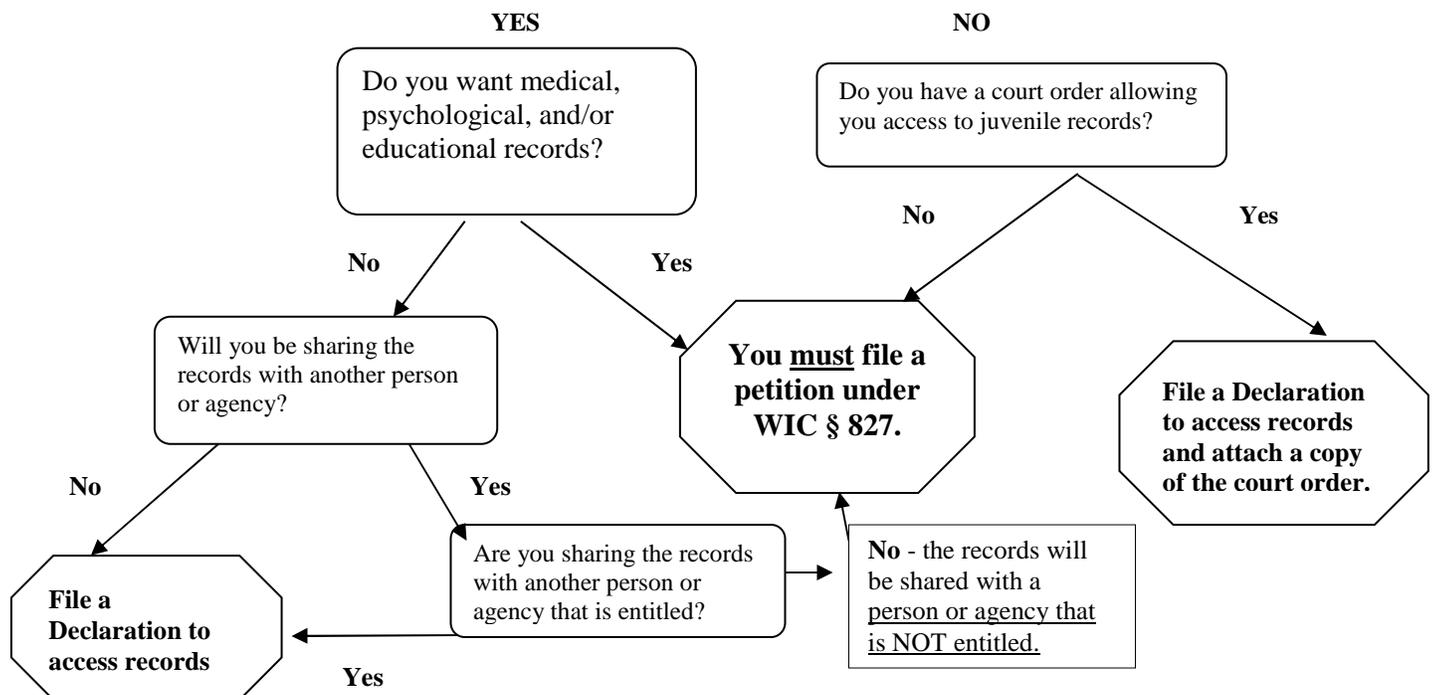
WARNING: Any records, reports or information obtained from the juvenile record(s) shall not be further released or disseminated to persons or agencies not otherwise entitled to access pursuant to WIC §827, CRC Rule 5.552, and LASC Local Rule 7.2 (i.e. agencies/individuals listed above). Further, juvenile records shall not be attached to any documents without prior approval of the Juvenile Court Presiding Judge, unless they are used in connection with a criminal investigation or juvenile court proceeding to declare a minor a dependent or ward of the Court.

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

Date: _____ Signature: _____

JUV010 - Revised 1/2013

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



UNIT VERIFICATION FORM

AGENCY: _____ DATE: _____

SITE ADDRESS: _____
(INCLUDE UNIT # IF APPLICABLE)

PARTICIPANT: _____ CASE #: _____

UNIT NUMBER: _____

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

- 1 No more than 1 Participant shall occupy a Unit.
- 2 Each Participant shall have defined food storage space at the facility.
- 3 Bedrooms shall have drawer and closet space for Participant's belongings.
- 4 Bunk beds shall not be used to furnish a bedroom.
- 5 Working smoke and carbon monoxide detectors are present in each hallway and bedroom.
- 6 Youth awarded parking space: YES / NO
- 7 Unit is adequately furnished with furniture/appliances that are in good and safe condition.
- 8 Window treatments are provided.
- 9 Participant was given an Emergency Plan that included emergency information, instructions and telephone numbers, including 24-hour emergency number(s) for Agency staff and CSW/DPO.

*Participant should initial all items above prior to signing below

Participant's Signature: _____

Date: _____

Agency Representative Signature: _____

Date: _____

*HANDBOOK
& POLICIES*

**WORKFORCE
DEVELOPMENT
PROGRAM RESIDENT
HANDBOOK**

eliminating racism
empowering women

ywca

greater los angeles

<hr/> <p>DATE OF ENTRY</p> <hr/> <p>RESIDENTIAL ADVISOR</p>

Your mailing address:
YWCA Greater Los Angeles
Attention (Resident's Name)
1215 Lodi Place
Floor and Room Number
Los Angeles, CA 90038

(Your Name)

**YWCA Greater Los Angeles
Mission Statement**

As a primarily AB 12 residential and vocational training, YWCA Greater Los Angeles' Workforce Development Program mission is to attract eligible young adults (ages 18-21), teach them the skills they need to become employable and independent, and place them in meaningful jobs or further education.

RESIDENTIAL WORKFORCE DEVELOPMENT PROGRAM **INFORMATION AND RESIDENT RESPONSIBILITIES**

Welcome

Dear New Resident:

Congratulations on your acceptance to the AB 12 Residential Workforce Development Program!

The AB 12 Residential Workforce Development Program is a unique program designed to support your participation in a work, school or vocational program. While you participate in those programs you will also learn some very important skills for Independent Living Skills. This is an amazing opportunity to create goals for your future, learn and apply new skills and reach your goals.

We hope that you use this opportunity to grow, learn and begin your journey into a successful adulthood!

We look forward to working with you!

YWCA Greater Los Angeles SDAB 12 Workforce Development Team

“Don’t give up. Don’t ever give up.”

Jim Valano (late coach of N.C State)

**Map –
Insert
Studio
Club
map**

YWCA Greater Los Angeles Workforce Development Program (WFDP) Directory

YWCA Greater Los Angeles (Hollywood Studio Club)
Lodi Place, Los Angeles, CA 90038
(213) 748-0135

1 st Floor	Digital Learning Academy (DLA), DLA Print Site, Cyber Lounge, AB 12 Intake Office, WFDP Conference Room, Reception, Cafeteria, Kitchen, Courtyard, and DLA Academic Classrooms.
2 nd Floor	Co-Ed Residential Floor, WFDP Program Supervisor, Residential Advisors, Residential Lounge, and AB 12 Academic Classrooms.
3 rd Floor	Co-Ed Residential Floor, WFDP Program Manager, Residential Advisors, and Residential Lounge.

Career Development Services System (CDSS)

Career Development Services System (CDSS) begins at Outreach, Intake and Admissions which continues throughout training and the 12-month post-placement, Career Transition Period. YWCA Greater Los Angeles (GLA) and Los Angeles County Department of Children and Family Services (DCFS) personnel work together helping all enrollees achieve their professional goals.

Residents arrive at WFDP with different needs and expectations. YWCA GLA WFDP helps all participants develop and realize personal career plans that are best for them. All residents are potential graduates and are provided with career planning and development services throughout enrollment. All residents, regardless of site tenure, leave with increased skills and feeling that they benefited from YWCA GLA WFDP.

Under CDSS, the YWCA GLA WFDP experience is composed of six stages:

1. Intake and Admissions
2. Career Assessment
3. Supportive Services
4. Career Preparation Period (CPP)
5. Career Development Period (CDP)
6. Career Transition Period (CTP)

The fundamental goal of this process is to help you achieve your career objectives.

Basic Schedule of Academic and Training Classes

You will receive a personalized schedule and it will include supportive services, academic and career technical classes that you will need during your career development period. If you have questions about your schedule, see your Career Counselor.

When you complete all support services, academic, and career technical assessment requirements, you will be scheduled into full time career technical training.

New schedules are printed and distributed on Friday for the following Monday. The schedule is in effect Monday through Friday. Residents should receive copies of their schedules from their Residential Advisor.

Sample Class Schedule (pending selection of Job Corps, Digital Learning Academy, Workforce Learning, and/or Community College):

Period 1	8:00 a.m. - 8:10 a.m.
Period 2	8:10 a.m. - 9:10 a.m.
Period 3	9:15 a.m. - 10:15 a.m.
BREAK	10:15 a.m. - 10:25 a.m.
Period 4	10:25 a.m. - 11:25 a.m.
Period 5	11:30 a.m. - 12:35 a.m.
Period 6	12:35 p.m. - 1:35 p.m.
Period 7	1:40 p.m. - 2:45 p.m.
BREAK	2:45 p.m. - 2:55 p.m.
Period 8	2:55 p.m. - 4:00 p.m.

Off-Site Class Schedule

If you are enrolled in WFDP career technical or academic classes off-site, your schedule is determined by the off-site school or training you attend. *Hours may differ depending on off-site school schedules.*

Class hours vary and may include late afternoon and evening classes.

Career Success Standards

In an effort to parallel workplace expectations our residents are encouraged to adopt Career Success Standards (CSS). By exhibiting the core competencies of each individual CSS, our residents are better prepared for the workplace upon completion of the YWCA GLA WFDP program.

Career Success Standards	Definition	Competencies
1. Workplace Relationship and Ethics (WRE)	The resident will leave YWCA GLA WFDP with the ability to productively interact with co-workers and deal with problems and situations with honesty, integrity, and responsibility.	<ul style="list-style-type: none"> ➤ Adheres to dress code ➤ Demonstrates responsibility ➤ Exhibits customer service skills ➤ Exhibits professionalism ➤ Follows the chain of command ➤ Keeps appointments ➤ Maintains confidentiality and trustworthiness ➤ Maintains good attendance/punctuality ➤ Observes safety standards ➤ Productive ➤ Responds well to supervision
2. Communications (COM)	The resident will leave YWCA GLA WFDP with the ability to listen actively, follow directions and communicate with others to solve problems and accomplish tasks.	<ul style="list-style-type: none"> ➤ Acknowledges others point of view ➤ Expresses and supports ideas through verbal and non-verbal communication ➤ Follows directions ➤ Is an active listener ➤ Uses appropriate language when addressing different audiences
3. Personal Growth and Development (PGD)	The resident will leave YWCA GLA WFDP with personal skills, attributes and behaviors that foster confidence and drive for life-long growth.	<ul style="list-style-type: none"> ➤ Accepts constructive criticism ➤ Exhibits good decision making skills ➤ Maintains a healthy lifestyle ➤ Takes initiative ➤ Uses social networks for balancing work and personal life
4. Interpersonal Skills (IS)	The resident will leave YWCA GLA WFDP with the ability to get along with others and adjust to a variety of social and professional situations.	<ul style="list-style-type: none"> ➤ Demonstrates empathy ➤ Displays friendly behavior ➤ Is a team player ➤ Manages emotions ➤ Respects the differences of others ➤ Takes an active role when working in teams ➤ Uses negotiation techniques

5. Information Management (IM)	The resident will leave YWCA GLA WFDP with the ability to interpret and evaluate data, organize and maintain information, and use technology to perform work.	<ul style="list-style-type: none"> ➤ Uses effective analytical skills ➤ Evaluates the relevancy and accuracy of websites ➤ Interprets and evaluates data ➤ Organize and maintains information ➤ Read and understands current events ➤ Recognize patterns in data
6. Multicultural Awareness (MA)	The resident will leave YWCA GLA WFDP valuing diversity, practicing cultural sensitivity, and able to work with people of different backgrounds and cultures.	<ul style="list-style-type: none"> ➤ Fosters relationships with people of different backgrounds ➤ Understands cultural differences in communication styles ➤ Values diversity
7. Career and Personal Planning (CPP)	The resident will leave YWCA GLA WFDP with a personal plan that outlines a step-by-step process for entering	<ul style="list-style-type: none"> ➤ Completes activities that support career planning objectives ➤ Sets and redefines short and long-term goals
8. Independent Living (IL)	The resident will leave YWCA GLA WFDP capable of finding, managing, and using the resources needed to maintain employment, satisfy physical and emotional needs, and lead a productive life as an independent adult.	<ul style="list-style-type: none"> ➤ Has a future financial plan ➤ Makes informed consumer decisions ➤ Manages time and money effectively ➤ Uses available resources to find housing, transportation, and employment; to make informed decisions ➤ Uses creative problem solving skills ➤ Uses support networks

YWCA GLA WFDP staff are committed to CSS and to reinforce behavior expectations. The Standards are a way of life, not a class or activity. As we reinforce the Standards, we will develop new techniques to ensure you have the necessary tools and meet industry expectations. Our goal is to inspire you to build on Career Success Standards as you transition into the workforce and life.

Assessment Testing

During the following four stages: 1. Intake and Admissions 2. Career Assessment 3. Supportive Services, and 4. Career Preparation Period (CPP), you will undergo several assessments to help you determine your academic, training and employability needs. Off-campus tours, on-site presentations, and hands-on exploration are conducted within thirty (30) days. Based on your needs, you will work together with staff members to update your Personal Career Development Plan (PCDP).

The following assessments are given:

Career Success Standards Expectations Tool (CSSET):

The Career Success Standards Expectation Tool (CSSET) assesses your understanding and ability to demonstrate the Career Success Standards.

After taking the assessment, staff will discuss the assessment with you and will create a plan of action with you for meeting all eight Standards.

Bridges Ability Profiler:

This assessment helps you discover your potential and ensures you have a detailed understanding of your abilities in arithmetic reasoning, computation, vocabulary, three-dimensional space, name comparison and object matching. The Ability Profiler demonstrates the relevance between your aptitude scores and the world of work based on the information about job aptitude requirements from the U.S. Department of Labor.

Evaluation of Resident Progress (ESP)

Ongoing assessment of your employability skills, social skills and progress will be provided through the YWCA GLA WFDP Evaluation of Resident Progress.

YWCA GLA WFDP is like any other job, to succeed you must be able to adjust to rules, meet your responsibilities, get along with your peers, supervisors, and deal with challenges in a positive manner. We want you to succeed with this job and help you prepare for the next job. We will observe your adjustment and offer assistance. If there is something we can do to assist you, just ask!

You will meet individually with your Career Preparation Team two (2) times a week for the first month and then once a week thereafter to review your progress in academics, Career Technical Training and residential living. You and your Career Preparation Team will also review and update your Personal Development Plan, adjusting for any changes, and setting new goals for the next evaluation period. You are expected to participate in these meetings.

Resident Rights and Responsibilities

Behavioral Standards and Expectations

Most residents come to YWCA GLA WFDP to learn the necessary skills and training to assist them to obtain and maintain good paying jobs. We hope that is your goal as well. To assist you in achieving your goal, we have established site standards of conduct to ensure that you are able to learn and live in a safe and comfortable environment with positive staff support and resident interaction.

- Respect shall be demonstrated for the right of others to be protected against harm to their person or property
- Respect shall be demonstrated for the privileges and needs of others
- Reasonable standards of personal appearance and cleanliness shall be maintained
- Reasonable care shall be exercised in the use of site facilities and equipment
- Reasonable care shall be taken in the community to represent YWCA GLA WFDP in a favorable manner

In order to achieve the program's standards of conduct, a copy of the following policy is furnished to each resident to read and sign, acknowledging his/her understanding that the following will result in disciplinary action, up to and including being terminated from the program:

- Fighting, or causing harm to another resident
- Being involved in gang-related activities
- Having or being in possession of, or under the influence of any illegal drug or alcohol
- Possession of any weapon
- Violation of fact finding board or behavior review panel sanctions

Equal Opportunity Civil Rights, including Religious Accommodations, Sexual Harassment, and Anti-Bullying Policies

Equal Employment Opportunity (EEO) and Civil Rights

No employee or resident shall be discriminated against on grounds of race, color, national origin, sex, religion, age, disability or political affiliation or belief.

Residents must be treated equally with no segregation or discrimination of any kind with respect to training, working assignments, eating arrangements or other site activities. However, segregated housing on the basis of gender is allowed. Also, YWCA GLA WFDP has a legal duty to work with people with disabilities to make sure they have an equal opportunity to benefit from YWCA GLA WFDP.

YWCA GLA WFDP shall ensure the protection of the civil rights of staff and residents, and shall promote an atmosphere free from discrimination and harassment. Therefore, YWCA GLA WFDP has developed and implemented systems to respond to complaints of discriminatory treatment of staff, residents or applicants, violations of their civil or religious rights, and grievances for alleged misconduct. Complainants shall not be subjected to adverse treatment, retaliation or punishment due to complaining about discrimination or participating in a related investigation or lawsuit.

Religious Accommodations

No resident shall be discriminated against on the basis of religion or religious belief or lack thereof. Each resident has the right to worship, or not worship, as he or she chooses and must permit residents to express their views related to religion and to exercise their right to religious freedom.

As a resident at YWCA GLA WFDP, you have the right to worship at the church of your choice. There are numerous churches available in the YWCA GLA WFDP area and a list of local churches is available upon request. Also, YWCA GLA WFDP will assist residents in accessing procedures for requesting religious accommodations (for example, special diet, etc.)

Sexual Harassment

Sexual harassment is any physical, verbal or non-verbal action of a sexual nature directed from one person to another, causing a person to feel uncomfortable, threatened or intimidated. Sexual harassment can also create a hostile work environment even for a person who is not specifically targeted. Sexual harassment can occur between resident/resident, staff/resident, and staff/staff.

Complaint Processing Procedures

Complaints alleging discrimination or sexual harassment, including discriminatory harassment, must be filed no later than 180 days after the alleged discriminatory or harassing action. If you feel you have been subjected to discrimination, sexual harassment or misconduct, contact your Residential Advisor and the site's Equal Employment Opportunity (EEO) Coordinator.

Each formal complaint statement shall contain the following:

- Name, current address, current telephone number and title of the complainant.
- Basis for the allegation.
- Nature of the complaint and detailed description of the circumstances
- Any supporting documentation and/or witnesses

Resident Leadership Team

The Resident Leadership Team (RLT) represents you, a resident of the YWCA GLA WFDP. RLT is a group of residents who are elected or appointed by residents and staff to work with site management to provide an overall positive experience for those on-site. You should take your ideas and concerns to the RLT. Through RLT, you can take an active part in working with site management to change and enhance site rules and regulations.

The YWCA GLA WFDP offers each resident an opportunity to develop and grow by participating in the leadership team. This program is to develop young men and women to the fullest extent as leaders and individuals. Residents have an opportunity to assist in all areas of the site and the community as aides and leaders. It is anticipated that the residents will gain some experience in the supervision and management of human behavioral elements that will assist them in their future.

You are encouraged to stop by your Residential Advisor's office to inquire about participating and growing in leadership!

Resident Benefits

Allowance

Residents are issued their allowance payment of every tenth and twenty-fifth day of each month. Electronic Fund Transfer (EFT) using the Red ADP temporary debit card issued by resident services staff their first week of arrival on site. This amount is automatically deducted from the first regular bi-weekly allowance issued by the YWCA GLA WFDP Data Site.

Basic living allowances are paid bi-monthly for all days (including weekends and holidays) the residents are in paid status and based on their length of stay. The resident bi-weekly pay is also paid thru Electronic Fund Transfer (EFT) and using their ADP permanent debit card.

The rates are as follows: Amount Per Pay Period \$150

Clothing Allowances

YWCA GLA WFDP provides you a uniform and clothing allowance in the amounts indicated and according to the time schedule shown below:

- *30 Days:* All residents coming into the program are eligible for a clothing allowance, if applicable through DCFS.

Savings Account

All new residents during the first week of enrollment in YWCA GLA WFDP are informed of the savings account requirement by intake staff. Financial institution is in designated by the YWCA GLA WFDP.

Support Services

All residents will receive support services to include, but not limited to, the following:

- Seeking Safety
- Life Skills
- Blueprint Training
- Completion of high school equivalency, if needed

Dining Room

At YWCA GLA WFDP, residents are served three (3) meals on weekdays, weekends and holidays. Meals consist of a Continental breakfast served from 7:00am-9:00am and dinner at 5:00pm. Residents can utilize the commercial kitchen facility under supervision on weekdays from 7:00pm-9:00pm.

There are some rules that you need to follow when in the dining area:

- No line cutting, yelling or profanity is allowed in the dining area
- No hats or headphones are allowed
- No early or side door entry for meals without a written pass
- Food, aside from two pieces of fruit per resident, is to be consumed in the dining area, not carried out. You may not bring containers for food items into the cafeteria
- Utensils, glasses and dishware are not to be removed from the cafeteria

Resident Mail

As a resident, you are to have your mail addressed as follows:

YWCA Greater Los Angeles WFDP
Attention (Resident's
Name)
1215 Lodi Place
Floor and Room
Number Los Angeles,
CA 90038

Residents may receive mail by picking up mail from the first floor at specified times from the front desk.

Telephone Service and Phone Calls

Public pay telephones are available on-site at your program. The telephones in the Residential Advisors' offices are for business use only and are not to be used by residents unless it is an emergency.

Voting Rights

YWCA GLA WFDP supports voting for residents 18 years old and older. Residents who are not registered to vote or who would like more information regarding voting procedures should contact their Residential Advisor.

Off-Site Appointments

If necessary, you will be referred to an outside provider for health, oral and mental health needs.

While on Leave/Pass

If you become ill while on break, leave or pass, and are not able to return on time, notify your RA as soon as possible, stating your problem.

Tobacco Policy

The YWCA GLA WFDP is a tobacco free site.

Alcohol and Drug Policy

It is the goal of YWCA GLA WFDP to maintain an alcohol and drug free environment in compliance with the 1998 Drug Free Workplace Act. The YWCA GLA WFDP requires that all program participants remain drug-free. Resources will be made available to support a drug-free environment.

On site testing may be done anytime there is reason to suspect alcohol or other drug use.

Disability Program

The YWCA GLA WFDP Site program is an equal opportunity and nondiscriminatory education and training program. All eligible applicants and residents are afforded an equal opportunity to participate in all the benefits that YWCA GLA WFDP has to offer. YWCA GLA WFDP is an inclusive program and all residents learn together regardless of disability status.

Are you an individual with a disability?

A disability is a mental or physical impairment that substantially limits one or more major life activities:

- A mental or physical impairment could include:
 - Learning Disabilities, AD/HD, Depression, Bi-Polar, Severe Diabetes or Asthma, Paralysis, Autism, certain vision or hearing impairments, etc.
- Major life activities could include:
 - Breathing, learning, talking, walking, working, caring for yourself etc.
- If you have a disability you may qualify for reasonable accommodation support while in the YWCA GLA WFDP Program.

Why Disclose your Disability?

The main reason for disclosing your disability is so that we can make sure you can get the support you need to participate successfully in the YWCA GLA WFDP program, for example, extended time for testing, breaking down steps to a task in a trade, etc.

We recognize that all people have the potential to succeed. We are dedicated to assisting all of our residents in being successful and we are committed to working together to support you towards your goal of employment.

In order to get support from YWCA GLA WFDP you will need to tell us what you can about your disability and possibly provide some documentation. However, we are most interested in working with you to figure out how your disability affects your everyday life, particularly learning as this will help us determine what your needs are going to be while in YWCA GLA WFDP.

What are Reasonable Accommodation?

Reasonable accommodations provide different ways for individuals to take in information or communicate their knowledge. The changes don't alter or lower the standards or expectations but level the playing field. Some examples of accommodations are:

- Extra time for test
- Use of a calculator
- Preferential seating

- Use of highlighters to remember key words

Reasonable Accommodation Support

During the intake assessment process you were given the opportunity to request reasonable accommodation. If you did not request accommodations during that time you can do so at any time while you are enrolled at YWCA GLA WFDP.

You may request reasonable accommodations by:

- Completing the request for accommodation form (you can get a copy of the form from any residential advisor who can assist you with completing it, if necessary).
- Providing documentation of your disability unless it is an obvious disability (examples of documentation are IEPs, Vocational Rehabilitation documents, medical documentation).
- Meeting with reasonable accommodation committee to review documentation and discuss possible reasonable accommodations.
- Creating an accommodation plan with the reasonable accommodation committee.

If you are unsure if you qualify for reasonable accommodation, talk with the residential advisor.

Overview of the YWCA GLA WFDP Safety and Health Program

- *Safety and Health Concerns*
The YWCA GLA WFDP program is committed to maintaining a safe living environment.
All residents are welcome to address safety concerns as well as ways to improve safety in the facility with the residential advisor.
- *Fire safety and prevention*
Fire is a major hazard in any place. It may cause death, injury and damage to our facilities. We have instituted fire safety practices to reduce the risk of fires. Some of these practices are inspection and preventive maintenance on equipment that may cause fires, fire extinguisher training, fire safety education, inspection and services for fire suppression and alarm systems.
- *Emergency action plan (including extreme/severe weather, evacuations, and terrorist threats)*
Residents will be provided a safety briefing during their initial orientation period. The briefing will include how to respond to emergencies including fire safety and evacuation and earthquakes. Training on risks such as work place violence, power outage, civil disturbance, etc. will be provided during their stay in the YWCA GLA WFDP program.
- *Hazard communication, including Material Safety Data Sheets (MSDSs) and labeling*
Globally Harmonized System (previously known as Hazard Communication):
The site maintains Safety Data Sheets for all chemicals used on site. The SDS binder contains all information pertaining to the chemicals we use. This will include

but not limited to the following information; chemical composition, first aid, reactivity, exposure limits, fire danger, etc.

- *Reporting unsafe or unhealthful living and training conditions*
It is the responsibility of each resident to report any condition that may present a physical or health hazard. The report must be made immediately to their supervising staff or in their absence, to any staff in the vicinity.

Reporting accidents, injuries, and illnesses

All accidents and injuries must be reported to the Department of Children and Family Services. Therefore, it is extremely important that you report any accident or injury to any staff person immediately.

YWCA GLA WFDP should conduct an accident investigation to determine the root cause in order to implement corrective actions to prevent future occurrences.

Preventing the spread of flu and other illnesses, personal hygiene

An annual vaccination for influenza (flu shot) is *strongly recommended* to minimize the disruption of routine activities and prevent outbreaks or epidemics. Influenza (flu) immunization is offer at local public clinics each fall to cover you during the upcoming flu and cold season. To help yourself “stay well” during this flu season you should also practice good hand washing techniques.

The Four Principles of Hand washing are:

- 1) Wash your hands when they are dirty and BEFORE eating
- 2) DO NOT cough into your hands
- 3) DO NOT sneeze into your hands
- 4) Above all, DO NOT put your fingers into your eyes, nose or mouth

Security (Site Culture, Personal Comfort and Well-Being)

Site Security Procedures

(WFDP site is monitored by a security vendor as well as Program Manager)

- Conduct 100% identification checks at each of our site buildings
- We provide safety and security to residents, staff, buildings, and visitors of the site
- Conduct investigations of property thefts
- Provide emergency assistance during fire drills evacuations, and other emergencies
- Patrol buildings throughout the day and evening, including off limit areas
- Monitor dining hall, recreation area, and classrooms
- Provide additional transportation services to assist you in getting around
- Conduct random and deliberate searches of residents and dorms (i.e. I.D.s, bags, backpacks)

Unauthorized Goods and Confiscation Procedures

The WFDP site protection personnel will conduct random and deliberate searches for unauthorized goods if believed to be in possession or control of any residents on site property. Site vehicles and non-YWCA GLA WFDP property may also be searched when the resident is under supervision of YWCA GLA WFDP staff (i.e., site sponsored outings, public areas during the training day.

Staff may confiscate the following unauthorized items:

Weapons

Knives
Guns
Chains
Razor blades Utility
tool kits
Pointed/sharp-tools
Scissors (see P/A)

Items depicting

Gang activity
Violence/weapons
Obscene gestures
Nudity
Profanity

Burning items

Incense/ Oils
Candles
Butane lighting fluid
"Zippo" type lighters
Combustible items
Sprays/Aerosols
Flammable liquids
Cleaning items (see RA)
Explosives/fireworks &
Incendiarries

Pornography

X-rated movies/videos
X-rated DVD's/pictures

Controlled substances

Illegal drugs &
paraphernalia
Alcohol
Non-prescription drugs
Tobacco (minors)
Legal drugs without a
YWCA GLA WFDP
Label

Other

Bleach
Mouthwash w/ alcohol
Iron (see P/A)
Stolen Items
Markers
Paint/spray paint
Ammunition
Homemade weapons
Any other items which
are illegal under state
law

Zero Tolerance Policy

Zero tolerance policy is facilitated and enforced through the Program Manager. The YWCA GLA WFDP site actively enforces the YWCA GLA WFDP Zero Tolerance Policy.

The following will result in immediate termination from the program:

- Possession of gun or illegal weapon on site or under site supervision
- Physical assault that causes bodily harm to resident or staff
- Sexual assault of a criminal nature
- Robbery and extortion
- Arson
- Arrest for a felony on or off site (Residents arrested for felonies or misdemeanors and subsequently found not guilty may be re-established)
- Possession, distribution, or sale of drugs on site or under site supervision
- Conviction of drug use, possession, or sale off site (felony or misdemeanor)

Theft Report Process:

To ensure that WFDP resident's theft claims are handled properly and promptly the following information needs to be included and/or attached in the theft report:

- Resident must fill out an "original" theft report (no report copy)
- Resident must write a detailed statement and describe what happened
- The Inventory Sheet must be attached to the theft report

Note: The item that was stolen/damaged/missing must be listed on the inventory sheet

The report will state the possibility of resident negligence or site negligence

The following information should be included in any theft

report: Theft of an Item

- What is the make and model number of the item?
- What is the color/s and condition (new, fair, poor)?
- What is the value of the item?
- How long did you have the item (year made)?
- Where was the item when you last saw it?
- Was the item secured (locked)?
- Any sign of forced entry (broken lock/door)?
- Who was in the area prior to the incident?
- Who was in the area after the incident?
- Any witnesses to the theft?
- Did you leave the item unattended?

Note: If there are any witnesses, they need to write statements as well.

As a residential resident, make certain that all of your personal property is listed on the inventory sheet provided by your residential advisor (RA). It is your responsibility to maintain your personal property inventory sheet. It is essential for your protection that this sheet be updated every time you bring a new item onto site. If your items become missing or stolen but they are not on the inventory sheet, it may be difficult to prove ownership. You must protect your personal property from loss, theft or damage while on site. Make sure that your locker is secure. Do not give your lock combination or keys to others. Do not leave items unprotected.

Inventory of Personal Belongings

Upon arrival on site, the residential advisor (RA) makes a complete inventory of your personal belongings, both clothing and property. The clothing inventory shall include a full description of each item, such as size, color, any identifying marks and value. The property inventory shall include a full description of your items such as stereo system or jewelry. The identification includes brand name, serial number, color, e.g., white gold or yellow gold for jewelry, walnut or mahogany for televisions and stereos, and identifying marks. No connectivity for TV is provided. TVs cannot be larger than 27-inch.

A copy of your initial clothing and property inventory forms are signed by you and the RA and then placed in your file, which is maintained by the RA assigned to your wing.

Identification Cards

You will receive a WFDP identification card that is called an "ID" Card. This card will have your picture and other information on it. You must have your ID card displayed at all times, especially when entering any WFDP building.

- Resident I.D. cards are issued within the first week of your arrival.
- Residents are escorted to the WFDP office to take pictures.
- Their I.D. cards are printed and issued the same day.

Visiting Procedures

Residents may receive visitors during the evening between 7:00 p.m. and 9:00 p.m., on weekdays, and on the weekends between 2:00 p.m. and 9:00 p.m. The visiting area is located on the first floor. After 4:00 p.m., if non-residents wish to remain on site must first sign in as a visitor with the front desk.

CAREER PREPARATION

During your first three weeks at the WFDP, you will be introduced to campus life through the Career Preparation Unit. The purpose of this is to help you become familiar and comfortable with WFDP.

Career Assessment

During Career Preparation, you will undergo several assessments to help you determine your academic, training and employability needs. Off-campus tours and hands-on exploration are conducted during week one or two. Based on your needs, you will work with staff to update your Personal Career Development Plan (PCDP). Residents will take assessments that will help you understand your personal learning preferences.

Career Exploration

Career exploration begins in your first week on site. You will learn basic social, employability and information technology skills designed to aid you in your career. You will also take a survey to identify possible career interests and receive labor market information on trades you are considering. Your career development panel will help you select a career pathway by charting out the steps you need to take on your Personal Career Development Plan, including your academic goals.

Career Skills

This course introduces you to the world of work by focusing on developing your work attitudes and employability skills. You will register at the Work Source Site for CalJOBS and have full access to employment and other services. You will also receive instructions

in a variety of career and personal developmental skills like leisure time, employability, social, conflict resolution, self-management, personal wellness, and pre-employment process skills.

Information Technology

Basic computer skills are essential in today's job market. In Career Preparation, you will receive an introduction to Information Technology. You will learn basic computer literacy skills as well as how to access trade related labor market information. Additionally, you will learn the skills needed to search for employment opportunities.

Wellness Education

This course covers the following information:

- Wellness education and decision making model
- Emotional and social well-being

- Depression, grief and suicide
- Relationships and sexuality
- Reproduction and birth control
- Sexually Transmitted diseases
- Consumer health
- Nutrition and fitness
- Alcohol and other drugs of abuse
- Self – assessment

Multi-Cultural Awareness and Diversity

Multi-cultural awareness and diversity training at Los Angeles YWCA GLA WFDP will increase your understanding and comfort among the different racial/ethnic/cultural/LGBT groups. The purpose of the program is to help residents and personnel understand and respect the rights and feelings of everyone, regardless of backgrounds and differences. Residents and personnel have the chance to learn about the traditions, values and beliefs of different cultures and people. Your introduction to the site's multi-cultural awareness/diversity will occur during week one of the career preparation period.

CAREER DEVELOPMENT

During the career development period, you will pursue your career goals by working on academic, career technical, and career success standards, while continuing to develop information technology and employability skills related to your career goals. You will learn and practice skills at actual work-based learning sites. In addition, you will learn how to identify and access support services needed to live independently; and begin the job search process by connecting with career transition staff that will assist you in making an adjustment from site life to a career.

Academic Education and Test of Adult Basic Education (TABE)

As a YWCA GLA WFDP resident you will TABE every 90 days until you demonstrate competency in math and reading. Residents who need a high school diploma or high school equivalency will be referred to a community resource and referral community college partner to complete requirements for the high school diploma or high school equivalency.

Tutoring Services

In some instances residents will be assigned to tutoring when there is evidence that you are experiencing difficulty in meeting your academic goals. Residents may also elect voluntarily to attend tutoring classes when they feel extra help is needed with academic classes. The residential advisor will establish a schedule for tutoring with the site's academic instructors either during class, after class, or in the evenings. Residents who are assigned tutoring by the residential advisor are required to attend and will sign a contract indicating their understating of this

requirement.

Career Technical Training Programs

The site offers a wide array of career technical trainings designed to help you begin a successful career. Programs have been selected and developed to match current and projected labor market information. You can choose from several training programs offered at the site as well as at our off-site training sites.

Health Occupations:

Certified Nurse Assistant/Home Health Aide
Clinical Medical Assistant
Dental Assistant
Health Information: Medical Office
Pharmacy Technician

Technical Occupations:

Automotive Technician
Computer Repair
Computer Networking
Digital Learning Academy
Facilities Maintenance/Home
Builder's Institute (HBI)
Electrical Technician

Finance/Business Occupations:

Office Administration

Hospitality Occupations:

Culinary Arts

On-Site Trainings:

Digital Learning Academy

The Office Administration program provides residents with the opportunity to learn skills necessary to work in an office setting. Residents will enroll in classes such as Automated Office Procedures, Business Math, Business English, and Microsoft Office Suite. Office Administration takes about four to six months to complete.

Certifications:

- Microsoft Office Word (MOS)
- Microsoft Power Point
- Microsoft Excel
- Internet Computer Core Curriculum (IC³)
- OSHA 10

A list of colleges that accept the certifications for college credit can be obtained from the Residential Advisor Supervisor.

Certified Nurse Assistant (CNA)/Home Health Aide (HHA)

Nurse Assistants provide care to patients in skilled nursing facilities, convalescent homes, hospitals, clinics, and in-home care settings. The competency based course offers residents an overview of anatomy, physiology, nutrition, medical terminology and an introduction to diseases and disorders. Residents will practice their nursing skills in

a clinical setting as well as in the classroom. Residents who complete this course will have successfully completed 110 hours of clinical practice and 60 hours of classroom theory. This will qualify them to take the state certified exam. The home health aide class is an additional 40 hours and **must be completed** for the resident to be considered a completer of the CNA/HHA program. This course takes approximately four months to complete. Completion of a High School Diploma or GED is preferred but not required.

Prerequisites

- TABE Reading scores of 8.0 or higher are recommended.
- Must be a minimum of 16 years of age
- Medical clearance
- Live scan fingerprinting with no criminal convictions

CNA/HHA Certifications: California State certification as a Certified Nurse Assistant (CNA) and Home Health Aide (HHA), CPR and First Aid.

Clinical Medical Assistant

Clinical Medical Assistant is a course that provides residents with information and training needed to function as a medical assistant in a physician's office. Residents will gain skills in medical ethics, medical terminology, medical specialties and phlebotomy. While enrolled in the course, residents will also complete an externship in a physician's office where they will practice the skills learned while in class. This course is a semester based course and takes approximately 26 weeks to complete. Classes are offered in July and January.

Prerequisites:

- Residents must be 18 years of age or older
- TABE reading score of 8.0 or higher
- TABE math score of 7.0 or higher

Licensing:

Residents who complete this course are eligible to sit for the Certified Nursing Assistant Licensing.

Home Builder's Institute (HBI) — Facilities Maintenance

The HBI program is currently housed at our warehouse in downtown Los Angeles. This course is an introduction to many of the building trades. You will gain hands-on experience with basic plumbing, carpentry, concrete and masonry, surface preparation and painting, environmental control systems, simple electrical repairs, and grounds keeping. Most residents complete HBI in approximately 10 months.

Certifications: OSHA 10, Forklift

Advanced Career Training Program

Transportation Communications Union/International Association of Machinists (TCU/IAM)

This advanced clerical training is offered only on-site. The Transportation Communications Union/International Association of Machinists (TCU/IAM) prepares you for jobs in the transportation industry, working for bus lines, trucking firms, railroads, airlines, and other mass transit agencies such as the MTA.

TCU takes six to 14 months to complete. Residents interested in the TCU training can attend one of the monthly TCU orientations on the third floor of the 1031 Hill St. building. Residents will be interviewed for the TCU program by TCU staff prior to entering the program. Qualifying residents would be those who have demonstrated their ability to follow the guidelines and rules of WFDP.

Prerequisites

- TABE reading scores of 9.2 or higher and math scores of 7.5 or higher
- High school diploma or GED
- Residents must be 17 ½ or older
- Office Administration or Culinary Arts completion
- Excellent attendance and punctuality

Certifications: TCU has various certifications available that directly link to each job. Contact TCU for a list of these certifications.

Off-Site Trainings

Most residents attend career technical trainings off-site at local adult school career technical education programs offered through LAUSD and community colleges. Residents who attend these programs must meet the entry requirements of that training. Transportation and meals will be provided for residents that attend training away from the site.

The following are a list of trainings offered at our off site schools:

- Accounting Clerk (Must complete the Office Administration Program)
- Automotive Repair
- Collision Repair
- Computer Networking
- Computer Repair
- Culinary Arts
- Dental Assistant
- Electrical
- Health Informatics - Medical Office
- Pharmacy Technician

For more information regarding off site training, please see the residential advisor supervisor.

Attendance

Instructors and off-site sites take attendance every day and during class periods. You will be marked tardy if you enter the classroom after the period begins. Excessive absences and tardiness will lead to dismissal from the training. Attendance rosters from off-site sites are forwarded to the Attendance office and the Career Technical office. If you find a mistake on the attendance reports, see your counselor or the Career Technical training office for assistance.

Career Technical Conduct

Residents enrolled in off-site trainings are still YWCA GLA WFDP (WFDP) residents and must follow the guidelines and rules of WFDP. The YWCA GLA WFDP resident Code of Conduct will be reinforced in all career technical trainings on and off site. All residents must comply with any additional rules and requirements of off-site locations. Failure to comply with rules and regulations of conduct may lead to suspension or removal from training and can lead to termination from the YWCA GLA WFDP program.

You are expected to treat your career technical training program like a job: Be on time, dress for the job, put in a productive day's work.

Accountability, Leave and Absence Policies

There is disciplinary action for 16 or more unexcused absences and AWOLs. Once a resident reaches 16 unexcused absences, they are placed on an attendance contract by the Attendance Specialist.

Absent Without Official Leave (AWOL)

Absent Without Official Leave (AWOL) is when you fail to return or report to the site within three hours after your scheduled return time.

Every time you leave the site you must have a pass or be on leave. If you leave without notifying us or if you do not return to the site when scheduled, you will be AWOL. This will negatively affect your ESP evaluation and can lead to disciplinary action. When you are AWOL, your allowance and other YWCA GLA WFDP benefits stop. The site is not responsible for you or your actions if you are AWOL. If you are injured, become sick or are arrested, the site cannot provide assistance to you.

If you are AWOL for six training days in a row or for a total of 12 training days within a six month period (180 days), you will be terminated automatically from the YWCA GLA WFDP program.

Leave

Sometimes it may be necessary for you to be away from the site to take care of personal business. Employers have rules about when, how often and why you can miss work. YWCA GLA WFDP also has guidelines for when, how often and why you can take time off from work. The following are the types of leaves you can take:

- Administrative Leave
- Bereavement Leave
- Personal Leave

Please see your Residential Advisor for detailed information on the Leave Policy.

CAREER TRANSITION

The Career Transition Period is the time when you will prepare to transition from the site and enter the world of work. Residential Advisors, in conjunction with your Career Management Team, will assist you with employment, military enlistment, advanced training, or school placement. Your team will also assist you in obtaining the transitional support services needed to remain employed. These services may include housing referrals, transportation, and other resources as needed. You will remain in contact with your career transition specialist to obtain assistance and any additional support services as needed.

Please be advised that if assistance is needed to locate housing, plans should be implemented to obtain and meet housing needs before your exit. Your housing concerns should be communicated immediately to career counseling and residential advisors, and begin before you are transitioning out of the program.

During this period, staff will work with you to strengthen the independent living skills you have been working on since the beginning of your enrollment in YWCA GLA WFDP. Residents may spend up to 45 days in the Career Transition phase depending on their individual needs and placement status. Your time in transition should be spent maximizing your time and the resources that have been made available to you.

You will attend a career transition panel meeting where you all will work together to create your transition plan prior to enrollment in transition. You will then meet with site staff where you will work to develop a Personal Employment Plan and discuss career transitional services and requirements. This plan will chart out the steps needed to find and keep a job if you are not already employed, and/or enrolled in school or another program if you wish to continue your education.

The list below summarizes the Career Transition services you are eligible for based on your achievements in YWCA GLA WFDP.

- Mentorship and Life Skills
- Child Care Referrals
- Housing referrals
- Assistance obtaining better a job, career development, and furthering education
- Transitional Services through 6 and 12 month follow up.
- Assistance securing work-related documents (social security card, birth certificate etc.)
- Resume/portfolio updates
- Job search and strategies
- Referrals to community support services
- Referrals to the Military, Work Source/One-Stops, state Employment Development Department (EDD) and other Career Technical/educational programs

Once you begin employment, it will be important for you to respond to all communication from your career transition specialist and/or assistant and. This will allow us to continue to provide assistance to you and ensure your success in your job.

WFDP takes your career success seriously and we encourage you to do the same.

RESIDENTIAL LIVING

Dorm Life

Residential Living is a part of each resident's personal growth and development while enrolled in the YWCA GLA WFDP program. Independent living skills are essential for progress and success in a resident's personal and professional life. Residential residents experience structure, diversity, and community while living in the Site's dormitories. Each dorm has a Residential Advisor (R.A.) who is responsible for management of the dorm and resident accountability. Residential Advisors assist residents with adjusting to Site life, problem-solving, creating effective personal routines, and resolving conflicts. Residential Advisors work closely with other site staff to help residents accomplish their goals and develop self-discipline and positive attitudes. Residential Advisors are required to keep accurate records of resident's accountability, personal and social development, and personal belongings.

Hours and Curfews

1. Upon entering the facility all residents must check in with security and show a valid form of identification.
2. All residents are required to be back on the housing premises by 12 am Sunday-Thursday evenings and 2 am Friday and Saturday evenings and sign in with the security guard upon return. No guests are allowed after this curfew time.

3. Residents who are not back in time will be written up.
4. If residents cannot return to the program on any given evening, they **MUST** have a Resident Pre-Approved Authorization Form. Residents who are off site and unable to make it back by curfew **MUST** call Program Office by 5 pm to report when they will return.

Accountability Meetings:

Mandatory accountability meetings are held in the dorms Monday through Thursday at 4:30 P.M. On Wednesdays, a meeting is held at 7:00 P.M. followed by a major dormitory clean-up. The site is closed on Wednesdays starting at 7:00 P.M. to ensure all residents are present to participate. Residential Advisors may call other meetings and group sessions throughout the week as needed with authorization from the Residential Management Team.

Bed Checks and Attendance:

It is very important that residents sign out on their assigned dorm and provide appropriate information in order to be issued a day or weekend pass. For accountability and attendance purposes, residents must sign out each day if they desire to leave the Site. A minor resident's guardian will be contacted by their assigned Residential Advisor before a weekend pass is issued. Residents must present their YWCA GLA WFDP IDs and pass to depart campus. Residents who fail to follow these procedures may be unintentionally marked out or AWOL.

Career Success Standards Workshops:

Residential residents are required to attend Career Success Standards Workshops twice a month as a part of their Independent living and overall development. Residential Advisors will facilitate CSS workshops.

Independent Living Skills:

YWCA GLA WFDP residential residents are provided with the appropriate Independent Living Skills upon completion of their training program. Residential residents will receive tools through daily accountability meetings, Career Success Standard Workshops, Independent Living Skills Workshops and will be mentored by the residential staff to confirm our residents receive the resources needed to maintain employment and to lead a productive life as independent adults.

Visitations:

Residents may have family or friends visit them while they are staying on Site; however, visitors are not permitted on the floors without proper authorization from the Residential Management Team. All visitors are expected to adhere to the

Site's policies and standards, and dress and act appropriately.

Mail:

Residents who receive mail will be notified by their assigned Residential Advisor. Residents will be required to sign for their mail indicating that they have received it. Unclaimed mail will be submitted back to the mailroom until retrieved by the resident.

Telephones:

Residents may carry cell phones on campus, but may not use them during training hours. Payphones are available on the 1st floor of the 1020 building and on all dormitories. Residents will be permitted to use the Site phones in case of an emergency.

SOCIAL DEVELOPMENT Site & Community Life

The primary role of the Social Development Component is the retention of residents as a means to facilitate their effective acquisition of skills and traits conducive to attaining, retaining and advancing within employment opportunities. The Social Development Component consists of four departments: Residential Living, Recreation and the Student Leadership Team (SLT). Each plays a vital role in resident professional development.

Resident Advisors guide residents through their entire employment training journey; effectively mentoring and monitoring progress along the way. Additionally, counselors serve as navigators; facilitating resident access to site and community resources. Residential Living provides a safe, secure and clean living environment to model and reinforce social and employability skills. Also, Residential Living seeks to create and maintain an environment that allows residents to learn and practice independent and community living skills. SLA enables resident to learn citizenship skills, practice self-governance, and provide residents the opportunity to acquire and utilize positive leadership skills. Recreation offers residents the ability to learn about maintaining productive and socially acceptable uses of leisure time and healthier lifestyles, through participation in safe and enjoyable physical activities and exercise.

Career Counseling Services

When you arrive on site you are assigned a Residential Advisor. Make sure you check with your Residential Advisor to find out office location, hours and drop-in times.

Your Residential Advisor is on site to guide you in accomplishing your goals. This

includes helping you to solve problems whether they are personal, family, legal, school, etc. It is important to see your Residential Advisor before small problems become big ones. You can count on your Residential Advisor for understanding and assistance. Your Residential Advisor may not have answers to all of your questions but he/she can help you to find the answers.

You will need to see your Residential Advisor at least twice a week for the first month and at least once a week thereafter to talk about how you are doing in YWCA GLA WFDP. Your Residential Advisors (RA) will track your progress and help you succeed. Sometimes you will be required to participate in group sessions. These group sessions give you a chance to meet other residents and talk about problems or topics that are important to you. Residential Advisor will also provide special services for residents with unique situations or problems. If you need any of the special services offered on site, talk to your Residential Advisor and he/she will make the necessary arrangements for you to get the help you may need.

Leadership Counseling

The Residential Advisors work with the Student Leadership Program (SLP) to help you develop your leadership skills. Employers look for positive leadership skills when they make hiring and promotion decisions. The Residential Advisor 's role is to develop projects that let you try out leadership activities and to provide support and assistance while you fine-tune these skills.

Mental Health

The counseling staff works very closely with the Mental Health Consultants and Interns. These persons hold individual, confidential sessions with residents. These sessions help residents adjust to site life and to understand and cope with the difficult and often confusing feelings they may be experiencing.

Sexual Harassment/Assault/Molestation

Many young people struggle with experiences of sexual harassment, assault or molestation. If you need help sorting out and dealing with issues to these types of situations, let your career counselor know. Support is available through counseling staff and the Mental Health Consultants and Interns. The site's policy on sexual harassment is described in detail in a later section, however the EEO coordinator also is a contact person for these types of situations.

HIV

Residents who test positive for HIV are encouraged to remain in YWCA GLA WFDP and complete the program. Individual care plans are developed with each resident to provide medical, mental health, and counseling support.

Recreation/Leisure Time Activities

The Recreational component purpose is to assist residents by:

- Promoting activities and socially acceptable use of leisure time.
- Assisting residents in understanding and developing lifelong leisure time skills and habits.
- Building residents' self-esteem by developing teamwork, good sports conduct, and other positive social behaviors.
- Enhancing the YWCA GLA WFDP experience for the residents by providing them with opportunities to participate in enjoyable and safe activities.
- Promoting lifelong health through physical activity and exercise.

The Recreational component offers information to the following:

- Athletics (football, softball, basketball, volleyball, and soccer)
- Arts Program (music, yoga, dance, drawing and painting)
- Fitness Program (get into shape and improve your health)
- Excursions
- Cultural/Community activities (activities take place on and off site)

Information about Our Local Community

The Los Angeles YWCA GLA WFDP Site is located in the Hollywood area—we are considered an “urban residency”. Our community is made up of varied cultural and ethnic groups, who reside and work in a dynamic atmosphere. The diversity of the community offers many activities locally, such as sports and entertainment complexes; varied shopping and eating venues; an array of businesses and other enterprises; and access to the public transportation system that can transport you all over the city.

Zero Tolerance Policy

The Los Angeles YWCA GLA WFDP Site actively enforces the YWCA GLA WFDP Zero Tolerance Policy prohibiting the use of drugs and threats of violence. This policy identifies those acts that will result in your immediate termination as a disciplinary separation from the program and will not be allowed to participate in a Fact Finding Board.

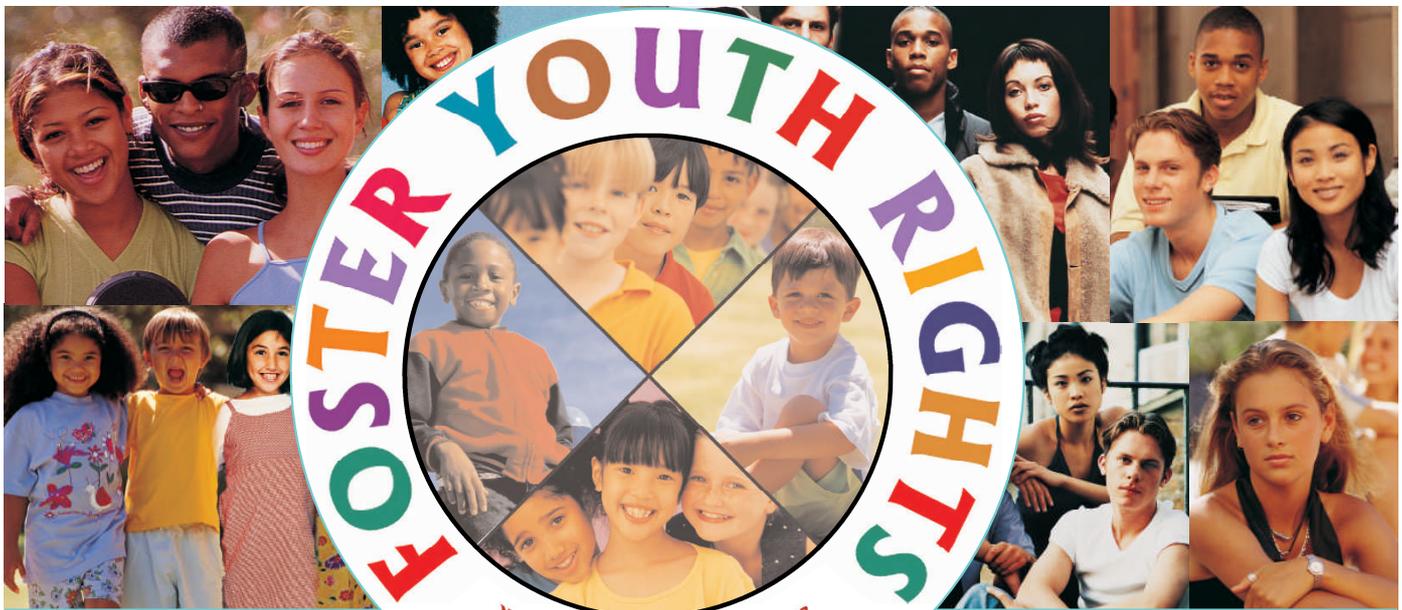
Dress Code Policy

No oversized or sagging clothes allowed. Residents must display their YWCA GLA WFDP resident identification badge at all times (no exceptions). Residents are expected to meet reasonable standards of personal appearance and cleanliness that have been established by the YWCA GLA WFDP. Residents must wear appropriate dress attire on all non-residential floors (1st floor).

Residents not in compliance will have appropriate action taken to ensure their compliance and cooperation. Suggestions for change in the dress/appearance code may be initiated by any person and referred to the SLT.

The Site Resident Standards of Conduct

- Respect shall be demonstrated for the right of others to be protected against harm to their person or property.
- Respect shall be demonstrated for the privileges and needs of others.
- Reasonable standards of personal appearance and cleanliness shall be maintained.
- Reasonable care shall be exercised in the use of Site facilities and equipment.
- Reasonable care shall be taken in the community to represent the YWCA GLA WFDP in a favorable manner.



YOU have RIGHTS too!

YOU HAVE THE RIGHT TO LIVE IN A SAFE, COMFORTABLE HOME WITH:

- ◆ enough clothes and healthy food
- ◆ your own place to store your things
- ◆ an allowance (if you are in a group home)
- ◆ a phone that you can use to make confidential calls (unless a judge says you cannot)

YOU HAVE THE RIGHT TO:

- ◆ be treated with respect
- ◆ go to religious services and activities of your choice
- ◆ send and get unopened mail (unless a judge says someone else can open your mail)
- ◆ contact people who are not in the foster care system (like friends, church members, teachers, and others)
- ◆ make contact with social workers, attorneys, probation officers, CASAs, foster youth advocates and supporters, or anyone else involved with your case
- ◆ be told about your placement by your social worker or probation officer

NO ONE CAN:

- ◆ lock you in a room or building (unless you are in a community treatment facility)
- ◆ abuse you physically, sexually or emotionally for any reason
- ◆ punish you by physically hurting you for any reason
- ◆ look through your things unless they have a good and legal reason



YOU HAVE RIGHTS AT COURT TOO. YOU CAN:

- ◆ go to court and talk to the judge
- ◆ see and get a copy of your court report and your case plan
- ◆ keep your court records private, unless the law says otherwise
- ◆ be told by your social worker or probation officer and your attorney about any changes in your case plan or placement

YOU HAVE HEALTH RIGHTS. YOU CAN:

- ◆ see a doctor, dentist, eye doctor, or talk to a counselor if you need to
- ◆ refuse to take medicines, vitamins or herbs (unless a doctor or judge says you must)



YOU HAVE SCHOOL RIGHTS. YOU CAN:

- ◆ go to school every day
- ◆ go to after-school activities right for your age and developmental level

BEING TREATED DIFFERENTLY

If you feel you are being harassed or discriminated against because of your sex, race, color, religion, sexual orientation, ethnic group, ancestry, national origin, gender identity, mental or physical disability or HIV status, or for any other reason, you should call the Foster Care Ombudsman Help-line for assistance.

Remember your rights. Also remember that the foster parent's or group home's job is to supervise you and keep you safe and healthy.

YOU HAVE THE RIGHT TO DO SOME THINGS ON YOUR OWN. YOU CAN:

- ◆ have your own emancipation bank account (unless your case plan says you cannot)
- ◆ learn job skills right for your age
- ◆ work, unless the law says you are too young
- ◆ manage the money you earn (if right for your age, developmental level and it's in your case plan)
- ◆ go to Independent Living Program classes and activities if you are old enough

YOU HAVE FAMILY RIGHTS TOO. YOU CAN:

- ◆ visit and contact your brothers and sisters (unless a judge says you cannot)
- ◆ contact parents and other family members, too (unless a judge says you cannot)

YOU HAVE OTHER RIGHTS TOO. YOU CAN:

- ◆ tell the judge how you feel about your family, lawyer, and social worker
- ◆ tell the judge what you want to happen in your case
- ◆ have your own lawyer
- ◆ live with a family member if that would be a safe place
- ◆ call the Foster Care Ombudsman Office and Community Care Licensing at any time
- ◆ get help with school if you need it



Call the FOSTER CARE OMBUDSMAN at:
1-877-846-1602 (It's a free call!)

Remember: What you tell us is private
(except in certain circumstances).

Or, write to us at:
Foster Care Ombudsman
744 P Street, MS 8-13-25
Sacramento, CA 95814

Or, fill out the "Complaint Page" on our website:
www.fosteryouthhelp.ca.gov
Or, send us e-mail:
fosteryouthhelp@dss.ca.gov



PERSONAL RIGHTS

YOU HAVE THE RIGHT:

- ◆ To live in a safe, healthy, and comfortable home and to be treated with respect.
- ◆ To be free from physical, sexual, emotional or other abuse, or corporal punishment.
- ◆ To be free from discrimination, intimidation, or harassment based on sex, race, color, religion, ancestry, national origin, disability, medical condition or sexual orientation or perception of having one or more of those characteristics.
- ◆ To receive adequate and healthy food and adequate clothing.
- ◆ To wear your own clothing.
- ◆ To possess and use personal possessions, including toilet articles.
- ◆ To receive medical, dental, vision, and mental health services.
- ◆ To be free of the administration of medication or chemical substances, unless authorized by a physician.
- ◆ To contact family members (unless prohibited by court order) and social workers, attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASA), and probation officers.
- ◆ To visit and contact brothers and sisters, unless prohibited by court order.
- ◆ To contact 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 punishments for making complaints.
- ◆ To be informed by the caregiver of the provisions of the law regarding complaints.
- ◆ To make and receive confidential telephone calls and send and receive unopened mail (unless prohibited by court order).
- ◆ To attend religious services and activities of your choice.
- ◆ To maintain emancipation bank account and manage personal income, consistent with your age and developmental level, unless prohibited by the case plan.
- ◆ To not be locked in any room, building, or facility premises, unless placed in a community treatment facility.
- ◆ To not be placed in any restraining device, unless placed in a postural support and if approved in advance by the licensing agency or placement agency.
- ◆ To attend school and participate in extracurricular, cultural, and personal enrichment activities, consistent with your age and developmental level.
- ◆ To work and develop job skills at an age appropriate level that is consistent with state law.
- ◆ To have social contacts with people outside of the foster care system, such as teachers, church members, mentors, and friends.
- ◆ To attend Independent Living Program classes and activities if you are 16 or older.
- ◆ To attend court hearings and speak to the judge.
- ◆ To have storage space for private use.
- ◆ To review your own case plan if you are over 12 years of age and to receive information regarding out-of-home placement and case plan, including being told of changes to the plan. To be free from unreasonable searches of personal belongings.
- ◆ To have all your juvenile court records be confidential (consistent with existing law).

LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE

REVISED JANUARY 2011

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INTRODUCTION

This booklet covers some of the areas of the law that might concern a person in out-of-home care. ***Legal Rights of Teens in Out-of-Home Care*** tries to answer some of the questions you might have about your out-of-home care, courtroom appearances, group home, foster home, and emancipation.

After reading ***Legal Rights of Teens in Out-of-Home Care***, if you think there are other topics that should have been covered, or other things that should have been emphasized, please let us know. We'd like your opinion.

The rights explained in this booklet are your *legal* rights. Just knowing your rights is not enough -- using your rights with common sense will help you get along even better. There is a lot of practical advice available from books, magazines, peers, and social workers that you can put to use. We know we can't cover it all, but we hope we've given you a good start.

If you have trouble understanding what certain words mean, find them in the ***Index*** at the end of this booklet. It lists some of the complex words and phrases used here and the page number that has a definition for each word. Endnotes are also available in this booklet to help you find the laws that guarantee your rights.¹

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KNOW YOUR RIGHTS

With every right comes a responsibility to use the right fully without exploiting it. Respect the rights of others as you exercise yours. As you read the following pages, keep in mind that respect for others, cooperation, and courtesy go a long way in getting the things you need and want.

You have the right to:

- ◆ Live in a safe, healthy and comfortable home where you are treated with dignity and respect.
- ◆ Be free from physical, sexual, or other abuse, or corporal punishment.
- ◆ Be free from discrimination on the basis of race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
- ◆ Be given healthy food, adequate clothing, individual storage space, and, for youth in group homes, an allowance.
- ◆ Be free of unreasonable searches of personal belongings.
- ◆ Not be locked in any room, building, or facility premises.*
- ◆ Receive medical, mental health, vision and dental services.
- ◆ Refuse medications or chemical substances not authorized by a doctor.
- ◆ Get sensitive health care services without an adult's permission.
- ◆ Contact your family members. Visit and contact your brothers and sisters.**
- ◆ Make and receive confidential phone calls and send or receive unopened mail.**
- ◆ Go to school. Participate in school activities, religious services of your choice, and age appropriate extracurricular and social activities.
- ◆ Have social contacts outside of the foster care system.
- ◆ Keep your own money and have your own bank account.**
- ◆ Attend Independent Living Skills Programs if you are 16 or older.
- ◆ Work if you are old enough by state law.
- ◆ Attend your court hearing and speak to the judge. Review your case plan. Keep your court records confidential.
- ◆ Contact your social worker or probation officer, attorney or CASA. See your social worker or probation officer once a month.
- ◆ Make complaints to the Department of Social Services and Foster Care Ombudsperson without punishment.³

* Unless you are in a community treatment facility.

**Unless prohibited by a court order or your case plan.

YOUR GROUP HOME OR FOSTER HOME'S RESPONSIBILITIES

- To accept you and treat you with dignity and respect.
- To provide for your daily care.
- To protect confidential information about you.
- To keep in regular contact with your social worker or probation officer.
- To participate in hearings about your case.
- To follow your case plan.
- To make sure you receive needed medical and dental care.
- To be reasonable when providing discipline, which may include confining you in an unlocked area, charging fines, and restricting television, radio, or phone access.

YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES

- To extend you courtesy and respect.
- To meet with you regularly, usually once a month.
- To call you once a month if there will be no visit. To return calls to you.
- To arrange for services to meet your needs while you are in placement.
- To choose the least restrictive and most appropriate placement for you.
- To formulate a permanent plan for you.
- To arrange visits with parents and siblings.*
- To ask you about significant adults in your life that you would like to stay in touch with and work to make those connections possible.**
- To inform the court of your situation and make recommendations to the court.
- To provide services for independent living after you turn 16, if not sooner.

* Unless prohibited by a court order or your case plan.

** If you are 10 or older and in a group home.

COMPLAINTS

What can I do if I think that something is wrong with my placement, care or services, or if I don't get along with the foster parent, the group home staff, or my social worker?

- First, talk to the person you don't get along with. Many times you can solve even big problems through honest discussion.
- If talking with the person does not work or you do not feel safe talking to that person, try talking with another adult who can help you with your problems. You can try talking with your social worker (or your social worker's supervisor), attorney, court appointed special advocate, or caregiver.
- If this doesn't work, you may want to consider contacting a local government agency or filing a complaint.⁴ **

State Foster Care Ombudsman (877) 846-1602

If you think there is something wrong with your placement, care or services, this office will help you with your complaint and may start an investigation depending on the circumstances.

In addition to the state office, most counties in California have their own Ombudsman offices, which may be contacted to informally attempt to fix the problem.

Community Care Licensing (CCL)

The CCL makes sure that foster care placements are following the foster care licensing requirements. The CCL may conduct an investigation if there is a complaint of mistreatment in a foster care placement. If you are staying in a foster family home or relative's home instead of a group home, the county you live in (rather than the CCL) may be in charge of your home. First try calling the CCL. They should be able to tell you which office is the right one to call.

For more information and a list of county agencies, see the ***Useful Resources*** section of this booklet.

**Every group home is required to have written complaint procedures. You cannot be punished for filing a complaint. The home's complaint process should be posted in a location accessible to you. If not, ask one of the staff what to do - they are required by law to inform you of how to file a complaint.⁵ If you live in a foster home, your foster parents must give you the address and phone number of where to file confidential complaints and how to do so.⁶

ENTERING THE SYSTEM

ROLE OF THE COURTS

What is a juvenile court?

A juvenile court is a court of law that is in charge of child abuse and neglect cases, as well as delinquency cases.

What is a juvenile court petition?

A petition is a request that the court become involved in a child's life. There are three kinds of petitions, named after numbered sections of California law, the Welfare and Institutions Code:

- **300 Petition**
- **601 Petition**
- **602 Petition**

A **300 Petition** is filed by the county child welfare department for abused or neglected children and youth and will state -- "allege" -- the reasons that county child welfare department workers think a child needs protection.⁷ If the court agrees with the petition -- "sustains" -- at the jurisdictional hearing, the child becomes a "dependent" of the court.

A **300 Petition** is filed because of your parents' behavior. The following two petitions will be filed because of your behavior.

A **601 Petition** is filed by the Probation Department and alleges that a child has either run away, been truant from school four or more times within one school year, violated curfew, or regularly disobeyed his or her parents.⁸ These are violations that are unlawful because of your age, or your "status" as a minor. If the court finds the petition is true, the youth becomes a "ward" of the court and is known as a "status offender." (Some counties treat runaways under Section 300.)

A **602 Petition**, filed by the District Attorney's Office, alleges that a child has committed an act that would be considered a crime if it had been committed by an adult.⁹ Like the **601 Petition**, if the court sustains this petition, the result is that the youth becomes a ward of the court as a delinquent.

This booklet does not discuss the court process for wards. However, the court may place wards in foster homes and group homes and in those placements, wards have many of the same rights as dependents.

What kinds of hearings are there?

There are several kinds of hearings for young people who are or may be "dependents."

- Detention hearing
- Jurisdictional hearing
- Disposition hearing
- Dependency status review
- Permanency planning hearing
- Termination of parental rights hearing

The *detention hearing*¹⁰ happens at the very beginning of a case when a youth has been removed from home by a social worker because of an emergency. The judge decides whether to let you go back home or to order you to stay in temporary foster care. The detention hearing must take place no later than three days after you've been removed from your home. Even if the judge lets you return home or to a relative's home, he or she may order the Department to supervise your care.

If you are placed in emergency or temporary foster care, then the judge must set a hearing date within 15 days of the time you enter temporary placement. If you're staying at home, the hearing must be within 30 days of the filing of the petition.¹¹ These hearings can be postponed if all the lawyers agree.

At the *jurisdictional hearing*,¹² the judge decides whether the allegations of the 300 Petition are true (sustained). Both you and your parents have the right to an attorney at this hearing. The judge may hear witnesses and other evidence. If the judge sustains the petition, you become a dependent of the court. The next step is to decide what should happen to you.

At the *disposition hearing*,¹³ the judge decides where you should live while your parents try to solve their problems. It can take place at the same time as the jurisdictional hearing, but can be scheduled for later.

For the hearing, the Department files a report on your situation,¹⁴ called a "social study." The report makes recommendations for your care. It must also explain what should be done to help you return home. The report must also spell out visitation by relatives. Your parents (or guardian), your CASA and all of the lawyers involved in the case have a right to a copy.¹⁵

The court reviews your case at a *dependency status review*, at least every six months.¹⁶ The court will look at reports and decide whether the reasons you got into foster care still exist, if your placement is right, whether your case plan is being followed, and whether your parents are following the reunification plan (if there is one).¹⁷ You or your lawyer can participate.¹⁸ You also are entitled to get notice of the review at least 15 days ahead of time and no more than 30 days ahead of time.¹⁹

The *permanency planning hearing*²⁰ determines your future placement, though every hearing is supposed to look at this goal. It must be held no later than 12 months from the date that you entered care. The first thing the judge decides is whether you can return home. If the judge doesn't allow a return home, then there are four choices:

- *Schedule a second and final permanency planning hearing in about six months.*²¹ The judge will do this only if it's possible that you may be able to return to your parents in the next six months. At that hearing, the judge will send you home or select one of the following options.
- *Adoption.*²²
- *Legal guardianship.*²³ The judge will look at this option only if adoption is not an available option.²⁴
- *Long-term out-of-home care.*²⁵ The judge will look at this option only if all the other options are not possible.

If the court finds you cannot go home but you can be adopted, the court will terminate your parents' rights.

After the permanency planning hearing, the court will continue to review your case every 6 months. This review could take place sooner than 6 months if the court thinks it is in your best interest.²⁶

What is adoption?

Adoption is the first permanent plan option the court must consider when a foster child cannot be safely returned to his or her parents.²⁷ A foster child over 12, must agree to be adopted.²⁸ If the court finds that termination of parental rights would not be detrimental to the child, the court terminates parental rights and orders adoption as the permanent plan for the child.²⁹ Unlike guardianship, which is only temporary, adoption is legally permanent. Once adopted, the child is out of the foster care system and the law treats the adopted child just like any other "child" of the adoptive parents.³⁰ The Adoption Assistance Program provides benefits to families who adopt a child from foster care.³¹ Adoptive parents may receive reimbursement for some expenses, such as court costs associated with the adoption,³² as well as regular payments, that may not exceed the amount the would have been paid if the child were in a foster family home, to meet the child's needs.³³ If you are not adopted within 3 years and the court feels adoption is no longer in your permanent plan, you may petition the court to reinstate your parents' rights.³⁴

What is guardianship?

Guardianship is the second permanent plan option the juvenile court must consider when a foster child cannot be safely returned to his or her parents.³⁵ A guardianship suspends the rights and responsibilities of the parents and gives legal authority and responsibility to care for the child to a responsible adult who has some relationship to the child, like a foster parent, relative or a family friend. After the court appoints a guardian, the juvenile court may keep the child in foster care or close the case. If the court appoints a relative as a guardian and closes the juvenile court case, the relative may continue to receive the basic foster care payment through the Kin-Gap program³⁶. Guardianship is not permanent and automatically ends if the guardian dies or when the child turns 18, is adopted, marries or enters into active duty in the armed forces of the United States.³⁷ The parent, guardian or child can also petition the court to end a juvenile court guardianship sooner.

How do I find out about court hearings?

If you are 10 or older, the court must notify you in writing of the date, time, and place of each hearing.³⁸

Can I go to hearings where the judge makes decisions about my future?

Yes. You also have the right to make a statement to the court about any decision that has to do with your placement or whether to return to your parents.³⁹ You can also ask the judge to talk with you privately, "in chambers," without your parents around.

You also have the right to petition the juvenile court yourself to change, modify, or set aside any order it makes. That means that you can ask for hearings about your case. This includes hearings to end the court's jurisdiction and involvement.⁴⁰

Of course, your attorney can help you do this. Even adults cannot do this on their own. You can also just go to observe -- you don't have to say anything unless you choose to.

Can a judge decide where and with whom I live at these hearings?

Yes. If you can't live with your parents, a judge can place you with either a relative, or in a foster or a group home. You should tell the judge where you want to live.⁴¹

A judge will also decide whether you can visit with your parents or other family members while you are in out-of-home care and what types of services you and your family may need to be reunified.

“BEST” PLACEMENT

In deciding if you should live with a relative, the judge will look at each relative's moral character and ability to:

- be effective in guiding your behavior,
 - provide for your needs,
 - protect you from your parents,
 - facilitate visitation and court ordered reunification efforts,
 - keep you and your siblings together, and
 - provide legal permanence for you if reunification fails.⁴²
-

Can I have an attorney to represent me at court hearings?

Yes. You have the right to have an attorney represent you. Your attorney is responsible to do everything in his or her power to protect you and keep you safe.⁴³

How do I get an attorney?

The court must appoint an attorney for you, unless the judge believes that you would not benefit by having an attorney. If you don't have an attorney and think that you need one, tell the judge what you think. The judge must give the specific reasons why you would not benefit from having an attorney if the judge does not appoint an attorney for you.⁴⁴

What is the attorney supposed to do?

Your attorney is responsible for investigating facts, interviewing witnesses, making recommendations to the court concerning your welfare and participating in later court proceedings to represent your interests. This responsibility exists for issues directly involved in the court proceedings and those outside of that scope. Also, your attorney must interview you and take into account your wishes when making his or her recommendations to the court.⁴⁵

The same attorney who represents you at the first hearing is responsible for representing you at all later hearings unless the judge has a good reason to remove your attorney from your case or just change your attorney.⁴⁶

Who else can attend court hearings?

Your parents, their attorneys, your guardian or foster parents (if you are living with a foster family)⁴⁷ and their attorney, your social worker, and your court-appointed special advocate (CASA) can all attend the hearings. Any blood relative who cares about your case can also attend.⁴⁸ Non-relatives who are not legal guardians but who have been taking care of you on a day-to-day basis can also attend.⁴⁹ In addition to having the right to attend your hearing, your foster parent, Indian custodian, relative caregiver, community care facilitator, or foster family agency may give the court relevant information.⁵⁰ The judge may also give permission for other people to attend a court hearing.⁵¹

What is a "social study"?

A social study is a written report that your social worker writes and gives to the judge before the hearings about your situation in out-of-home care. You or your attorney has a right to know what the report says at least 10 days before each status review hearing.⁵²

WHAT HAPPENS WHEN YOU ARE REMOVED FROM YOUR HOME FOR ABUSE OR NEGLECT

COUNTY CHILD WELFARE DEPARTMENT (CCWD)

YOU

THE COURT

CCWD prepares a case plan for you

You stay in emergency placement or temporary custody

The court conducts a detention hearing and a jurisdiction hearing to decide whether it and the CCWD should stay involved in your case

Your social worker visits you at least once a month and whenever you request a visit

You stay in kinship care, foster care, or group home

The court conducts a disposition hearing to decide your permanent and temporary placements

CCWD prepares a social report for each hearing to help the court make a decision in your best interests

The court (or CCWD) reviews your dependency status every six months

You return home, are adopted, obtain a legal guardian, or are placed in long-term out-of-home care

No later than 12 months after the disposition hearing, the court conducts a permanency planning hearing

OUT-OF-HOME CARE

What is out-of-home care?

Out-of-home care, also called foster care, is a 24-hour state-supervised living arrangement for children and youth who are in need of temporary or long-term substitute parenting. The goal of out-of-home care is to protect and care for you when your parents cannot. While you are in care, a social worker will attempt to reunify you with your family, if possible. If being with your family is not possible, a social worker will try to find you another permanent place to live.

When you are in out-of-home care, you may live in a public shelter, a foster home, a relative's home, or a group home. You have a right to live in the "least restrictive" and most family-like place that can meet your needs and to live as close to your family as possible.⁵³

How do children and youth get into out-of-home care?

In most cases, children and youth are placed in out-of-home care after they have been removed from their home and a court has found their parents cannot care for them. In some cases, parents voluntarily arrange for their children to be placed in out-of-home care.

Who decides whether and when I return to my parent(s)?

The judge. If you are removed from your home, your parent(s) will have to follow a "reunification plan" before you can return. This plan is to make sure that you will be safely cared for at home.

In deciding whether to return you to your home, the judge will get input from many people, including your social worker, probation officer, and attorney. The judge makes the decision through a series of hearings in which you have the right to participate. See the section called ***Role of the Courts***.

What is a "case plan"?

Your case plan⁵⁴ is a written document that sets out specific steps the social service agency and your family will take to try to resolve the problems that led to your being removed from your home. The county child welfare department must complete a case plan within 60 days of your removal from home.⁵⁵ It must take into account your best interests and special needs.⁵⁶ See the box on the next page for what must be in the case plan.⁵⁷

The case plan must include your health and education records.⁵⁸ It should be updated at least every six months.⁵⁹ You have a right to be involved in the development of your case plan.⁶⁰ Ask your social worker if you want to participate.

CONTENTS OF THE CASE PLAN

A case plan must have:

- The long-term goal for your welfare and steps to reach that goal;
- The type of foster care where you are placed
- Why that placement is appropriate for you
- A plan for your proper care
- A plan for ensuring that you and your family receive services
- Why those services are appropriate for you and your family
- A visitation schedule for your social worker/probation officer
- A visitation schedule for your parents and siblings; and
- A transitional independent living plan if you're 16 or older.⁶¹

What is a transitional independent living plan?

It's a plan for how you will get the skills and help you need to be able to live on your own. Your social worker must give you information about and the opportunity to participate in the independent living plan.⁶² See the section called ***Independent Living and Transitional Housing*** for more details.

Can I see my case plan?

Yes, if you are over 12, you have a right to review the plan, sign it, and receive a copy.⁶³ Every child has a right to be involved in the development of his or her case plan (as age appropriate).⁶⁴ The case plan is a part of the court record of each hearing, so you can get a report of its contents at each hearing.⁶⁵

TYPES OF PLACEMENTS

Where will I be sent to live if I am placed in out-of-home care?

There are several different types of placements where you may be sent, depending on the circumstances of your case. A *foster home* is a family setting, where you live with foster parents and up to 5 other foster children. A *group home* is a residence where you live with more children. Most group homes have paid staff that usually does not live there. Services are provided to you in a group setting, though group homes should be as family-like as possible. *Kinship care* is a placement in the home of a relative or in the home of a non-related extended family member, someone you know well, but is not a blood relative. The court will try and place you in kinship care when possible.

What is "custody"?

"Legal" custody is the right and responsibility to make the decisions relating to your health, education, and welfare.

"Physical" custody means the place you live and who is directly supervising you.

How does the social service agency get legal custody?

There are two ways the state social service agency can get legal custody of you:

- voluntary placement⁶⁶
- court placement⁶⁷

A *voluntary placement* is when parents agree to let the social service agency take care of their child.

A *court placement* is when the social service agency asks the court for custody of a child because the child has been abused or neglected.

See the section of this booklet on ***Role of the Courts*** to get more information on the court process.

Who makes the decision where I will go to live?

The social worker usually decides.⁶⁸ For example, a social worker decides which foster home to send you to or whether you should live in a group home. A judge can overrule the social worker and decide that you should live with a relative. A judge may also decide that your placement is not appropriate and order the social worker to find a new placement for you. See the section on ***Out-of-Home Care***.

SURVIVING THE SYSTEM



TELEPHONE CALLS

Can I make phone calls or have other people call me when I am in foster care?

Yes. You have the right to make and receive telephone calls while you are in foster care, no matter which kind of placement you live in.⁶⁹ You can call or get calls from anyone you want - unless the court says that there should be limits on who you can talk to.⁷⁰ If the court says there are people you cannot talk to, the court or your social worker must tell your caregiver (group home, foster parent, relative) about it in writing.⁷¹

Can I make and get calls right away when I get placed in a new shelter or group home?

Yes. Just because you are new to a placement does NOT mean that they are allowed to restrict your calls.⁷² Again, only the court can limit your right to make phone calls (and your placement can enforce the court's decision).

Can my caregiver listen when I'm on the phone?

No. You have the right to make and get *confidential* phone calls.⁷³ That means no one can listen in to your calls. That also means that you should be able to make or take a call somewhere where there is privacy and no one else (other youth, staff or adults) is listening to your end of the conversation.

Can my caregiver punish me by taking away my right to use the phone?

You can always make calls if there is a real emergency. Also, there are certain people you must ALWAYS be allowed to call (you might have to wait your turn, but you must then be allowed to call). These people include: your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.⁷⁴ Your caregiver can temporarily take away your right to talk to other people even on your cell phone, (besides everyone in the last sentence) as punishment or to make sure that everyone has an equal chance to make calls.⁷⁵

Can my social worker or caregiver decide that I'm only allowed to talk to certain people on the phone?

Again, only the court can make that decision. If your social worker is doing what the judge ordered, she or he can place limits on your phone use. But your social worker or caregiver cannot make a list of people you can and cannot talk unless there is a court order about it.

Can my caregiver make me pay for my phone calls?

You cannot be forced to pay for calls to anyone you have the right to call including your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.⁷⁶ You also cannot be forced to pay for local telephone calls.⁷⁷ This means that you should have access to a free phone. Your caregiver can ask you to pay for long distance calls though. If you don't pay them back, they can take away your right to talk on the phone long distance to anyone except your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office

and Community Care Licensing (remember, you can ALWAYS call these people).⁷⁸ You also have a right to own a cell/mobile phone unless there is a court order stating otherwise.⁷⁹

VISITATION

How often should my social worker visit?

Usually once a month. In the first month of placement, your social worker should visit at least three times.⁸⁰ If you're in a long-term, stable placement, visits can be less frequent, but your social worker should always visit at least once every two months.⁸¹ If you're in a group home, your social worker must visit you every month.⁸² If you ask to see your social worker, he or she must come to see you.

Can I visit my parents, grandparents and other relatives when I am in out-of-home placement?

Yes. You have a right to visit with your parents⁸³ and grandparents⁸⁴ unless there is some reason why it is not in your best interests. Your case plan spells out a visitation plan for visits that may include parents,⁸⁵ grandparents, siblings,⁸⁶ and other important family members. The judge can order visitation for anyone who has an interest in your welfare.

I'm in a different placement than my brother/sister. Can we visit each other?

Yes. The placing agency (your social worker) must allow you to keep contact with siblings as much as possible, unless the court decides it is against the best interests of you or your brother or sister.⁸⁷ Your case plan should specifically set out visitation arrangements for you and your siblings.⁸⁸

What if I would like to change the arrangement for visiting with my family?

Talk with your attorney and social worker. At the next hearing, tell the judge how you feel. You can also petition the court yourself to modify your visitation plan. See the section of this booklet called *Role of the Courts*.

HEALTH CARE

Do I have a right to health care?

Yes. You have a right to basic health care, which includes medical, dental, vision and mental health services.⁸⁹

Who can I talk to if I want to see a doctor or nurse?

Talk with your care provider (foster parent, guardian or a group home staff member). If there is a problem talking to your care provider, you can also talk with your social worker, probation officer or attorney.

Do I need an adult's permission for all health care services?

No. Although your parent, caregiver or the court must give permission for you to get most of your health care services, you can give permission for and confidentially receive certain "sensitive health care services". (See question below for definition of sensitive health care services.)

What are sensitive health care services?

Sensitive services are the specific health care services described below that the law allows you to make decisions about because it is more important for you to get treatment than not get treatment because you may be afraid or embarrassed to get permission from your parent or caregiver.

You do not need an adult's permission for any medical services that have to do with preventing or treating pregnancy, including getting birth control or an abortion or having a baby.⁹⁰ See the section on ***Pregnancy***.

You also do not need an adult's permission if you are 12 years old or older and the services are related to treatment of:

- sexually transmitted diseases(STD's), HIV/AIDS, hepatitis, tuberculosis and other serious infectious, contagious, or communicable diseases⁹¹;
- drug or alcohol use;⁹²
- rape⁹³ or sexual assault;⁹⁴

or

- mental health conditions, but only for outpatient counseling services and only if a doctor finds that you are mature enough to make the decision and you present a danger to yourself or others without the treatment.⁹⁵

To find services for anything talked about above, you can talk to a nurse at the Teenage Health Resource Line at (888) 711-TEEN. You can also call the California Youth Crisis Line at (800) 843-5200. Both lines are confidential, so no one else will find out what you talked about.

Do I ever have to take medications?

You have the right to say no to all medications and chemical substances that are not authorized by a doctor.⁹⁶

What if I do not want to take medication that has been prescribed by the doctor?

If you do not like the way a medication makes you feel or if you think that it's not the right kind of medicine for you, try talking to your caregiver or doctor first. If this does not work, try talking to your social worker or lawyer. The Court has the power to decide who can make medical decisions in your life.⁹⁷

How is my health care paid for?

When you are first placed in a foster home, kinship care, or a group home placement, you should be automatically enrolled in Medi-Cal or your county's substitute health insurance program. Your health care needs will be paid for through one of these two programs and you will not need to pay for any services as long as you are in, or covered by, the foster care system in California.

Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.⁹⁸ See the section called ***Transitional Medi-Cal***.

PREGNANCY

What if I become pregnant while in out-of-home care?

If you become pregnant while in foster care, the decision of whether to keep the baby, put the baby up for adoption or have an abortion is entirely up to you. You have the same right as other teens to get advice on birth control, family planning and pregnancy tests without the consent of anyone else.⁹⁹

Do I need my parents' permission to put the baby up for adoption?

No. Voluntary adoption, however, requires the consent of both parents of the new baby.¹⁰⁰

If I have the baby while in out-of-home care, will the state take it away from me?

If you give birth while in out-of-home care, your baby will not automatically be taken away from you. You and the baby should be kept together in as family-like a setting as possible. If possible, you and the child should get access to services to help support you and the baby.¹⁰¹ The child welfare agency may take your baby away if it believes that the baby has been abused or neglected, or is at risk of abuse or neglect.¹⁰² If the child welfare agency does take away your baby, it must give you notice of why it took away your baby, how the court process works to decide whether the agency should have taken your baby and what your rights are to try to get your baby back.¹⁰³ The court must give you a lawyer to help you fight to get your baby back through the court.¹⁰⁴

What is a “whole family foster home”?

A “whole family foster home” is a family home specifically trained to help you develop positive parenting skills.¹⁰⁵ Whenever possible, you should be placed in a whole family foster home with your baby.

What is a “shared responsibility plan”?

A “shared responsibility plan” is an agreement made between you, your caregiver, and the child welfare agency or the probation department.¹⁰⁶ The plan should be created as soon as possible, but not later than 30 days after your placement.¹⁰⁷

The purpose of the plan is to help keep you and your baby as a family, to help you learn how to be a good parent, and to help prevent any arguments or misunderstandings between you and your caregiver.¹⁰⁸

Things that should be included in the shared responsibility plan are: feeding, clothing, hygiene, health care, discipline, and sleeping arrangements.¹⁰⁹

When the plan is finished, a copy must be given to you, your attorney, your caregiver, and the child welfare agency/probation department.¹¹⁰ After this is done, your caregiver’s monthly payment will increase by \$200 per month for the extra care and supervision of your baby.¹¹¹

If I become pregnant and I want an abortion, how do I get one?

If you become pregnant, Medi-Cal will cover your abortion if you want one. An abortion is considered a sensitive service that you can get without the permission of a parent, guardian, caregiver or the court, and it will be provided to you at no cost. See the section on **Healthcare**.

Can my parents or boyfriend make me have an abortion or keep me from having one?

No. It is your choice alone. If you need someone to talk to about this important decision, call 1-800-230-PLAN to get in touch with a Planned Parenthood counselor in your area.

Will my foster care provider receive extra money to help care for my baby?

If your baby is living with you in a foster care placement, your foster care provider will receive additional foster care funding to cover the basic care and supervision of your baby.¹¹²

EDUCATION

Do I have a right to go to school?

Yes.¹¹³ You have a right and a responsibility to go to school. You also have a right to the same school resources, services and extracurricular activities as other students in your school.¹¹⁴

Who can make educational decisions for me?

Your parents (or legal guardian) keep the right to make educational decisions for you unless the juvenile court specifically limits their right to make educational decisions or terminates all of their parental rights. Whenever the juvenile court limits the right of a parent to make educational decisions, the court must choose a responsible adult to make educational decisions for you. If you are a student receiving special education services and the court can't find a responsible adult to make educational decisions for you, it will ask your school district to appoint a surrogate parent.¹¹⁵ However, the court and the school may not choose your social worker, probation officer or someone who works for your current group home placement or school to make educational decisions for you.¹¹⁶ If the court cannot find a responsible adult to make educational decisions for you, the court may make those decisions for you.¹¹⁷

Can my foster parents make educational decisions for me?

When the court is deciding on a responsible adult, or the school district is deciding on a surrogate parent, they will probably choose your foster parent, relative caregiver, or court appointed special advocate (CASA). If the school district can't find a surrogate parent for you out of the possibilities above, then it can pick someone of its own choice.¹¹⁸ The court will also consider other adults in your life like relatives, family friends, or mentors willing to make those decisions for you.

Do I have to go to certain schools because I am in out-of-home care?

You have a right to go to a public school in the district you are living, unless either your Individualized Education Program (IEP) or the person responsible for making educational decisions for you says differently.¹¹⁹

Do I have to change schools if my placement changes?

If it is in your best interest, you have the right to stay in your school for the duration of the court's jurisdiction, or for the rest of the school year, whichever is longer, even when your living arrangement changes.¹²⁰ If your placement changes and you are moving between school levels (for example, from elementary to junior high school or middle school to high school) you have the right to go to the school that students moving on from your old school are designated to attend.¹²¹ Where you go to school is a decision that should be made by you, the person in charge of your educational decisions, and the school district's foster care liaison. If there is a disagreement among you, you have a right to stay in the same school until the disagreement is resolved.¹²²

If I change schools, can my new school make me wait for any reason to enroll?

No. You have a right to be immediately enrolled in your new school, *even if*:

- the school has not yet received your proof of residency or immunization, health or academic records,

- you do not have your school uniform yet,
- and/or**
- you still owe fines at your old school.¹²³

Will I lose credits for the work I did at my old school if I change schools?

The school you transfer to must give you full or partial credit for work you completed. Your old school is responsible for providing to your new school a record of your grades, classes taken, attendance and any credits earned.¹²⁴

Once it has been decided that you are going to change schools, your case worker or probation officer will notify your old school of your last day of attendance and ask them to figure out your class credits and grades.¹²⁵ Within two business days of being notified, your old school must send your new school your information, including your grades, classes you've taken, immunization records, and your special education plan (if you have one).¹²⁶

Can schools punish me or lower my grades for absences?

It depends on the reason you were absent. A school cannot punish you or lower your grades for absences because of a :

- school transfer
- foster care placement change
- court appearance

or

- court ordered activity.¹²⁷

If you were sick, attended a funeral of a family member, or had a dental or medical appointment, including an appointment for a sensitive health service that does not require an adult's permission (see the section on **Health Care**), the school must excuse your absence.¹²⁸ The school must give you a reasonable amount of time to complete any work you missed for any excused absence and the school must give you full credit for work if you successfully complete it.¹²⁹

Just be sure to bring your school a note from your caregiver, social worker, probation officer, the court or your doctor excusing your absence.

RELIGION

Can my foster parents or group home make me go to a church, temple, or mosque?

No. You do not have to attend religious services that you do not wish to.¹³⁰

Can my foster parents or group home keep me from going to my church, temple, or mosque?

No. You have a right to attend religious services of your choice. Your foster parents or group home must help you to arrange transportation to and from your place of worship provided it is within a reasonable distance. The only other way you can be prevented from attending religious services is if there is a very strong reason for not allowing you to go. Foster parents, for example, can refuse to take you to services if you seriously misbehaved on a prior occasion. They cannot, however, refuse to take you to services simply because they don't want to. Your social worker is supposed to help match you to foster care providers who will understand your religious needs.¹³¹

IMMIGRANT STATUS

Can I be denied services while I'm in a foster home or group home placement just because I'm an immigrant?

No. You must have fair and equal access to all available services and you may not be discriminated against or harassed just because you are an immigrant.¹³²

If I'm undocumented, can I get a green card because I've been placed in a kin, foster or group home placement?

Maybe. Children who have been abused, neglected or abandoned, and are eligible for placement in long-term-foster care because they cannot be reunified with their parents may be eligible for a green card by applying for Special Immigrant Juvenile Status (SIJS).

What is Special Immigrant Juvenile Status (SIJS)?

SIJS makes it possible for dependents and wards of the juvenile court to become a permanent resident of the United States (i.e. get a green card).¹³³ To get the full benefits of this status, you must also apply for Permanent Resident Status.

If your application for SIJS and Permanent Resident Status are approved, you can stay in the United States permanently, work here, qualify for in-state tuition at colleges, and apply for US citizenship in five years.

Can I apply for SIJS?

To apply for SIJS, these things **must** be true:

- you are under 21;¹³⁴
- you are not married;¹³⁵
- you have been declared a dependent of the juvenile court or have been placed in out-of-home care by the juvenile court and remain under juvenile court jurisdiction;¹³⁶
- your juvenile court judge has decided you are eligible for long term foster care because parental reunification is not possible;¹³⁷
- the judge's decision regarding your eligibility for long term foster care was because of a specific finding of abuse, neglect or abandonment;¹³⁸
- the judge has decided it is in your best interest not to be returned to your home country;¹³⁹

and

- the juvenile court judge has signed an order confirming all of the above.

Are there risks when applying for SIJS?

Yes. A SIJS application alerts the immigration authorities that you or your family are not lawfully in this country and may cause the government to try to remove (deport) you from the United States if your application is denied.

What sorts of things could cause my Permanent Resident Status application to be denied?

Even if you meet the beginning application requirements, your application could be denied for other reasons, including if you have a record with drugs or crime, are HIV positive, or have been deported before. If you fall into any of these categories, your application could be much more risky and you should talk to an experienced immigration lawyer before you apply.

Are there any other ways to get my green card?

Yes, there are several. You might be able to have your parent, adoptive parent or stepparent apply for you if they are a US citizen even if you don't live with them. You might also qualify for something called temporary protected status if you are from a country that is in a civil war or where a natural disaster happened. To figure out your options, you should talk to a lawyer with experience in immigration issues.

How can I get help with Immigration issues?

Start by asking your social worker, CASA, probation officer or care provider to help you find someone with experience in immigration issues to assist you. You should also talk to the lawyer assigned to your juvenile court case and ask for help with the process. If your juvenile court lawyer does not know about these issues, he or she should help you find someone who does. If your lawyer is unfamiliar with SIJS or other immigration issues and resources, he or she can contact:

Immigrant Legal Resource Center—(415) 255-9499 or ilrc.org

Pacific Juvenile Defender Center— pjdc.org

LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER AND QUESTIONING (LGBTQ) YOUTH

The Foster Care Nondiscrimination Act, A.B. 458 (2003-2004), makes it illegal to harass or discriminate against youth and adults in the California foster care system because they are LGBTQ, or because someone thinks that they are.¹⁴⁰ This means that no one should harass or hurt you because of your sexual orientation, gender identity, sex or HIV status. If you have been harassed or discriminated against in the foster care system, you can file a complaint with CCL (Community Care Licensing), contact the state or your local Foster Care Ombudsman and/or talk to your lawyer or social worker. (See, the “Complaints” section on page 4.) If you need help or have questions about discrimination, you can also call the National Center for Lesbian Rights (they’ll help even if you are not a lesbian) at 1-800-528-6257.

What if my foster parents or caregivers won’t accept me or if they treat me differently because I’m an LGBTQ youth?

If your foster parents will not accept your gender identity or sexual orientation and you feel unsafe, you should be allowed to move to another placement. You also have the right to get the same services, care, placement, treatment, and benefits as all foster youth. You can’t be treated differently because of your sexual orientation, gender identity, sex, or HIV+ status. For example, if other youth in your group home can date – you cannot be prevented from dating simply because your sexual orientation is different from theirs.

CONFIDENTIALITY AND YOUR RECORDS

Who can look at my records or get information about my case?

Only those people directly involved in your case.¹⁴¹ Also, the social worker can share information with those people who need it in order to take care of you.¹⁴² For example, your social worker could tell your foster parents or group home staff about your medical history so they can make sure that you get the care you need. But your social worker shouldn't tell anyone who doesn't need to know that information.

If you want others to look at your records, you can give your consent, or permission. In some cases, you might also have to get the consent of your parents, guardian, social worker, probation officer, or the juvenile court to release the information.

Can I look at my school records?

Yes. If you're under 16, you need the permission of your parents, case worker, or a judge. After you turn 16 or finish the 10th grade, you can look at them yourself.¹⁴³ Ask a guidance counselor or principal about what you need to do.

Can I look at court records?

Yes. You have the right to look at your court records.¹⁴⁴ You do not have a clear right to look at the records kept by your foster parents or group home. However, your attorney or "authorized representative" (anyone who has legal authority to act on your behalf) has access to those records.¹⁴⁵ Ask your social worker or probation officer.

(Also see section on "**Access to and Sealing of Records**" below.)

DRIVING

When can I get a driver's license?

You may get a learner's permit, which allows you to drive with a driver who is at least 25 years old, when you turn 15-1/2 years old.¹⁴⁶ You may be eligible for a provisional license after you have held a learner's permit for at least 6 months, completed 50 hours of supervised driving, including 10 at night, and completed driver's education and training.¹⁴⁷ Your provisional license becomes a full license when you turn 18 years old if you have no outstanding Department of Motor Vehicles suspensions or court ordered restrictions.¹⁴⁸

What are the requirements of a provisional license?

For the first 12 months (or until you turn 18) you may not have a passenger in your car who is under the age of 20 years old unless you also have a licensed driver who is at least 25 years old in the car as well. For the first 12 months (or until you turn 18), you may not drive between 11:00 p.m. and 5:00 a.m. unless a licensed driver who is at least 25 years of age is in the car. There are exceptions to this restriction when reasonable transportation facilities are inadequate and the operation of the vehicle becomes necessary due to immediate family, employment, medical, and school needs. Licensees must carry a statement from the appropriate school official, employer, doctor, or parent/guardian while driving.¹⁴⁹

How do I get a driver's license?

The rules differ depending on your age. Once you turn 18, you can simply apply at the Department of Motor Vehicles (DMV), which is listed in the phone book's government section. If you want a license before you turn 18, you'll have to apply for a learner's permit and get your guardian or biological parent to sign a form. You can also get the signature of a grandparent, adult sibling, aunt, uncle, or a foster parent who is living with you. It is their choice if they want to sign for you. The person who signs will be responsible for damages if you have an accident. In some cases, out-of-home care providers are not permitted by the county or their own rules to sign for you. There is no right to have a license. (See the section on **Getting a Learner's Permit for Driving if You're Under 18**).

What if I can't get a parent, guardian, relative, or foster parent to sign for my driver's license?

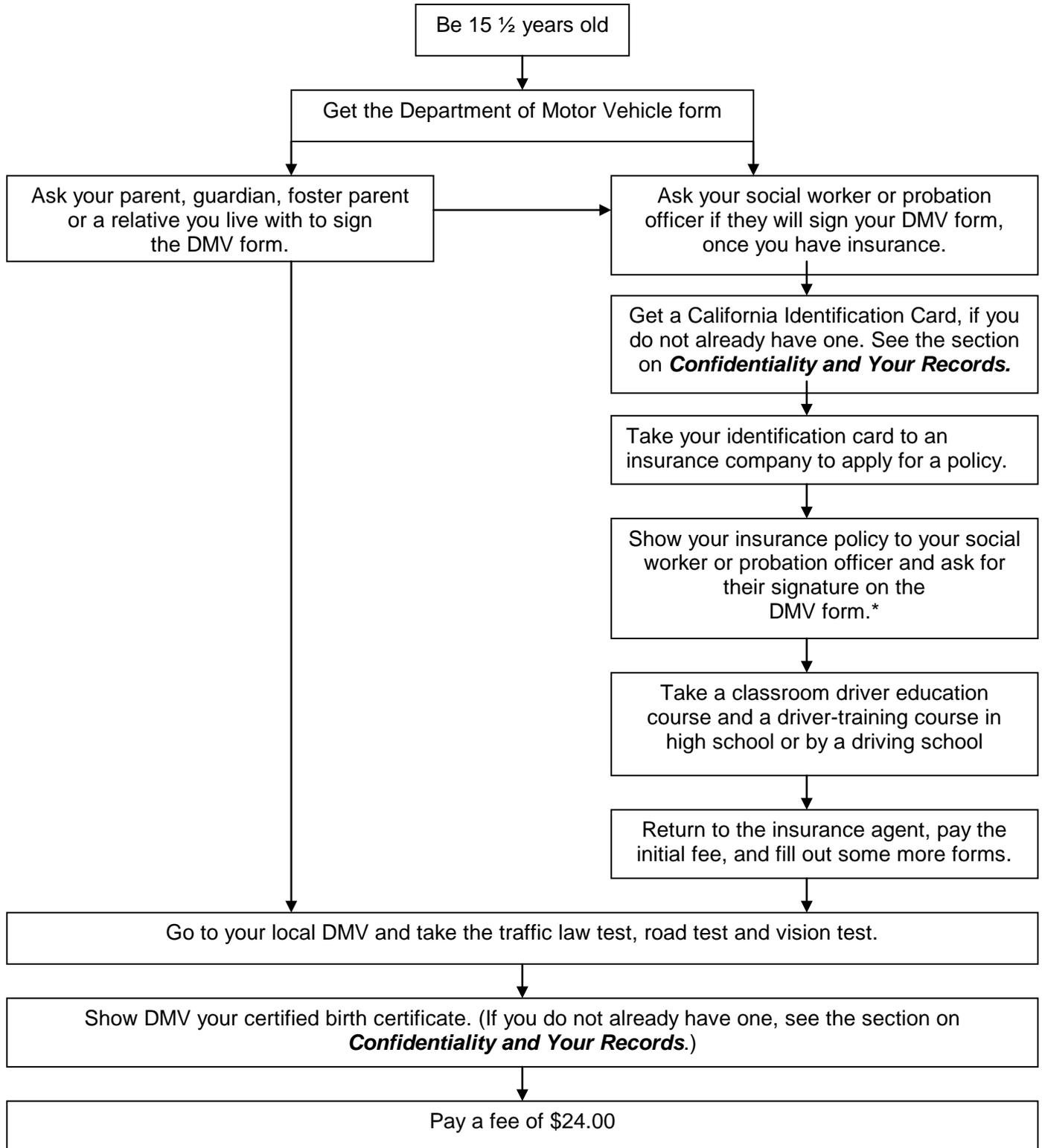
If no one will sign, you can get your probation officer or social worker to sign. They'll tell your foster parents that they're signing for you.¹⁵⁰ But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license*. The probation officer, social worker, or county agency will not be responsible for damages from any accident.

How do I get auto insurance?

If you have a parent, guardian, relative, or foster parent sign for your license, his or her insurance should cover you. The person who signs should talk to his or her insurance agent to make sure that you are covered under his or her insurance policy.

If you have your social worker or probation officer sign, the easiest way to get insurance is by calling the California Automobile Assigned Risk Plan toll free at 1-800-622-0954. Beware! Getting insurance is very expensive, often with a large up-front charge.

GETTING A LEARNER'S PERMIT FOR DRIVING IF YOU'RE UNDER 18



* Remember, if your probation officer or social worker signed your DMV form, you need to be extra sure to keep your insurance payments up to date. The insurance company will terminate your policy if you're late in paying. If it does, it will tell the DMV, which will take away your license.

PREPARING TO LEAVE THE SYSTEM

PREPARATION BY YOUR SOCIAL WORKER

What is supposed to happen before I leave foster care?

The court should have a final hearing to talk about closing your foster care case. You should be told about the hearing and allowed to attend.¹⁵² Before the hearing, your social worker must make sure you have:

- Written information about your case, including your family history and placement history, and the location(s) of your siblings if they are in foster care and the court doesn't prevent you from knowing for a good reason;
- Your birth certificate, social security card, identification card, death certificate of your parent(s) if they died and proof of citizenship or residence;
- Help applying for continued Medi-Cal or other health insurance;
- A referral to transitional housing if it's available or help getting another place to live;
- Help getting a job or finding another way to earn money;
- Help applying to college or vocational training and getting financial aid; and
- Assistance to make sure you can keep relationships with people who are important to you if it is in your best interests or good for you.¹⁵³

If any of these things have not happened and the judge thinks that is harmful to you, the court can keep your case open until all of these things are offered to you.¹⁵⁴ But if your social worker cannot find you or you refuse these services, the court can still close your case.

INDEPENDENT LIVING AND TRANSITIONAL HOUSING

What is an Independent Living Skills Program or ILSP?

This is a program to help you develop the skills you need to be on your own. ILSP is offered to youth 16 years old and older.¹⁵⁵ Many counties offer special group programs and activities to help encourage independent living skills. These should be available to every youth in foster care, age 16 and older, who wants to participate.

These Independent Living Programs are a great way to meet with other youth in out-of-home care who are in situations similar to your own. They also will help you prepare and apply for college, including letting you know about special financial aid programs available for students who were in out-of-home care. These programs will also help you find, interview for, and stay in a job.

The ILSP and services that you will need to help you prepare to move from foster care to independent living must be described in a *written transitional independent living plan (TILP)*,¹⁵⁶ which is part of your case plan. The TILP, designed by your social worker (and agreed to by you), should be appropriate for your age and abilities and should include education, career development, living skills, financial resources, and housing related services.¹⁵⁷

Who is eligible for these Independent Living Skills Programs?

Youth who are under 21 and were in a foster care or KinGap placement anytime between their 16th and 19th birthdays are eligible for ILSP.¹⁵⁸ However, any youth may be allowed to attend ILSP events. Some counties, for example, allow younger foster youth to participate.¹⁵⁹ Ask your social worker about it.

What is transitional housing?

It is a type of placement that's available to foster youth 16 to 18 years old who are in, or have successfully completed, an Independent Living Program.¹⁶⁰ There are three different kinds of transitional housing. You can:

- live with an adult in an apartment,
- live in your own apartment, with a supervising adult who lives in the building, or
- live in your own apartment with supervision by the Department.¹⁶¹

So far, it's available in only a few counties in California, but should be available to more youth soon. For more information on what counties provide transitional housing talk to your social worker or you can visit: <http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf>.

See the "Transitional Housing Program Plus" section below for information on transitional housing available in some counties for youth age 18 to 24 who are no longer in foster care.

MONEY AND JOBS

Do I have a right to an allowance or money for clothing?

If you are in a group home, you have a clear right to an allowance unless your case plan says that you shouldn't receive it.¹⁶² There is not, however, a clear right to an allowance for youth in foster homes. Your group home or foster home can keep your money in a safe place for you so long as you have access to it.¹⁶³

When can I get a job?

You can legally start a job when you turn 16, and even sooner in special cases.¹⁶⁴ There are restrictions on the number of hours you can work per day and per week and the type of work you can do.¹⁶⁵ Ask your Independent Living Skills Program (ILSP) worker or school about how to find a job and get a work permit.

Can my foster parents or group home keep me from working?

Yes, but they must have a good reason. The reason must be in your case plan if you are 16 or older. If you are able to work responsibly, your group home or foster home should cooperate in your employment.¹⁶⁶

Will I need an ID or a social security card to get a job?

Yes. You will probably need both. Employers will need to see official identification proving who you are and that you have a social security number. Such identification may include a U.S. passport, driver's license, California identification card, Naturalization papers, etc. Even if a job does not require these, it is always a good idea to have a copy of your social security card and a picture ID. You should keep these in separate locations whenever possible, so that if you lose one, you still have the other.

How do I get a social security card?

You probably already have a social security number assigned to you and you just need a copy of your card. First check to see if your social worker already has a social security card for you in your case file. You can also just go to a local social security office to get a card. To find the nearest office, look in the phone book or on the internet at: <https://secure.ssa.gov/apps6z/FOLO/fo001.jsp>. You will need to fill out a form, prove who you are and that you are a U.S. citizen or are here legally. Replacing your social security card does not cost anything.

What if somebody else already has my birth certificate or social security card and I can't get it from that person?

You can get another copy of either. There's no law against having several copies. To obtain a certified copy of your birth certificate, you should first check with your social worker. He or she should have a copy. If he or she does not have a copy, call the vital statistics office in your birth state for instructions on how to request one. Each state is a little different, so make sure you understand what they need. It may take a few weeks, unless you go in person. It usually costs \$10 - \$20. If you were born in California, the number is (916) 445-2684, and the fee is \$15.00.

What is a California identification (ID) card?

A California ID card is a card issued by the State of California. ID cards look like driver's licenses, but are used for identification purposes only. An ID card is valid for six years.

How do I get a California identification (ID) card?

To get a California ID card, you will have to visit a local Department of Motor Vehicles (DMV) office. At the DMV, you will have to do the following:

- Complete an application form DL 44. (An original DL 44 form must be submitted. Copies will not be accepted.)
- Give a thumb print.
- Have your picture taken.
- Provide your social security number. It will be verified with the Social Security Administration while you are in the office.
- Verify your birth date and legal presence. You may use any number of documents to prove this, such as your California driver license, passport, birth certificate or Permanent Resident Card.
- Pay the application fee. (\$21)

(More information about obtaining an ID card can be found at http://www.dmv.ca.gov/dl/dl_info.htm#idcard.)

What if I don't have a social security number?

If you are legally in the United States, but cannot get a social security number, you do not need to provide a social security number at the DMV. However, you will need to provide a legal document which proves your birth date and legal presence.

If I have a juvenile record, will my employer be able to get this information?

Most employers (law enforcement agencies, certain government agencies and certain private employers are exceptions¹⁶⁷) should not be able to get information that is in your juvenile record unless you give it to them or give them permission to see it. However, if you get your juvenile record sealed, no one can get access to your record¹⁶⁸, See the section called **Access to and Sealing of Records** for more information.

Is there a limit on how much I can save?

Yes. Any savings that you plan to use to prepare to leave or when you leave foster care may not exceed \$10,000 including interest.¹⁶⁹ This type of savings account is called an emancipation account. The government may not make you use any of your savings in this account to help pay for your foster care placement.¹⁷⁰

You may also save money in a different account than your emancipation account. However, the government may ask you to use any money you save over \$1,000 that is placed in this account to help pay for your foster care placement.

What is an emancipation account?

The emancipation account is an ordinary bank account that you open, or any adult opens on your behalf, for the specific purpose of saving money that you earn through a job, participation in an ILSP program, or any other source detailed in your written transitional independent living plan to help you make it on your own when you leave the system.

How do I set up an emancipation account?

Your ILSP worker will help you with this. You can set up an emancipation account by opening, or having an adult open an account in your name with a bank or savings and loan institution that is insured. This account should be separate from any account you keep for basic spending money. The money that you deposit in this account must be from work or other sources that are part of your written independent living transitional plan. The money in this account must be used for purposes related to the goal of emancipation or when you leave foster care. If you need to withdraw money from this account while you are still in foster care, your social worker must agree in writing that the reason you need to withdraw the money is related to the goal of emancipation and place the written approval of the withdrawal in your case file.

LEAVING THE SYSTEM



EMANCIPATION

What does "emancipation" mean?

It means being free from the custody and control of your parents, guardians, the social service agency and the juvenile court.¹⁷¹ Legally, when you turn 18, or reach the age of "majority," you become an adult under the law.¹⁷² This means that you can vote, enter into contracts, get married and have certain other rights and responsibilities. Sometimes, however, the court will keep jurisdiction over your case and the court will still be involved in your life after you turn 18.

Do I have to leave foster care when I turn 18?

Juvenile courts in California are allowed to keep your case open until you turn 21, but they are not required to.¹⁷³ In some counties, almost all youth leave the system when they turn 18, or maybe 19 if they are still working toward a high school diploma, GED or vocational certificate.¹⁷⁴ There are some things that need to happen in every county before the court can terminate jurisdiction and "emancipate" you from foster care. [Beginning January 1, 2012, you will have the option to stay under or leave the court's jurisdiction at age 18.](#)¹⁷⁵

Will I still get health insurance when I leave foster care?

If you are in foster care when you turn 18, you can continue to use Medi-Cal until you turn 21. (See the ***Transitional Medi-Cal*** section of this booklet).

Can I get emancipated before I turn 18?

You can be emancipated under 18 if you get married or join the armed services – with the consent of your parent(s) or guardian(s) and the court.¹⁷⁶ You can also be emancipated by a judge¹⁷⁷; but you won't qualify for emancipation by a judge if you are living in a group home, foster home, temporary shelter or living in any other situation where someone else supports you.

To be emancipated by a judge before you turn 18, you must be at least 14, living independently and managing your own finances, including having a legal source of income and managing your own finances and paying for things like food, clothing and housing.¹⁷⁸ Even if you meet the basic requirements, a judge may refuse to declare you emancipated if it is "contrary to your best interest," or in other words, not good for you.¹⁷⁹

Is emancipation my best option before I turn 18?

Emancipation is not for everyone. Very few youth meet the requirements before reaching the age of 18. Plus, emancipation may not be necessary to get the things you need. If, for example, you need a different living situation, it may be a better option to try to get your placement changed or a different living arrangement approved by the court. (See ***Types of Placements, Independent Living*** and ***Role of the Courts*** sections in this booklet.) You already have the right to get counseling and treatment for things like contraception, sexually transmitted diseases, pregnancy-related treatment, and drug and alcohol abuse treatment without notice to or the consent of adult. Emancipation is a serious step and should be considered carefully. Even after you're emancipated, you'll still be treated as a minor in some ways. Emancipation won't let you drive before the age of 16.¹⁸⁰ It also doesn't change the rules about statutory rape. Until you turn 18, you'll still need parental or court permission to get married.¹⁸¹ You still won't be able to drink¹⁸² or smoke.¹⁸³ You also won't be able to vote.¹⁸⁴

TRANSITIONAL MEDI-CAL

Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.¹⁸⁵ To receive these benefits you must keep living in California and make sure your social worker and Medi-Cal office know:

- your current address,
- if you want to continue under Medi-Cal, and
- if you will be getting any other health insurance.¹⁸⁶

This type of Medi-Cal does not depend on how much money you have or what type of living arrangement you live in once you leave foster care.¹⁸⁷ You will have to go through the review process once a year and show that you are still under 21, living in California, and want to continue receiving Medi-Cal.

If you are going to turn 18 soon and leave the foster care system, but no one has talked to you to find these things out, call your social worker or call your county's Medi-Cal eligibility worker to set up an appointment.¹⁸⁸

This extension of Medi-Cal does not apply to you if you are in the Kin-GAP program, an undocumented immigrant, or living in a residential treatment facility. You are not disqualified if you are on probation, though.¹⁸⁹

TRANSITIONAL HOUSING PROGRAM PLUS (THP+)

What is the Transitional Housing Program Plus (THP+)?

THP+ is a program designed to help you live on your own once you have left foster care by helping you with housing and other services.¹⁹⁰ The THP+ program is run by local county governments.¹⁹¹

Who is eligible for THP+?

You are eligible for THP+ if:

- you are between the ages of 18 and 24;¹⁹² and
- you have emancipated out of foster care in a county that has chosen to participate in the THP+ program.¹⁹³ Sometimes counties will offer THP+ to youth that emancipated from foster care in a different county, but are now living in their county.¹⁹⁴

How long can I get THP+ Services for?

You cannot receive THP+ services for more than 24 months.¹⁹⁵ You also cannot receive THP+ if you are over the age of 23.

Does it cost anything to stay in THP+ housing?

This depends on the program. You will need to check with the individual program to find out how much it costs. You may be charged monthly rent, but the cost is regulated by California law.¹⁹⁶

Does every county have a THP+ program?

Unfortunately, no. Counties choose whether or not to participate in the THP+ program. To find out if your county participates in the THP+ program, you can contact a transitional housing coordinator in your county. See the section of this booklet called **Useful Resources** for more information.

ACCESS TO AND SEALING OF RECORDS

Can I get my juvenile court record sealed?

Yes. You can seal your records if you are a dependent (300) status offender (601), or delinquent (602)¹⁹⁷. You can get them sealed:

- five years after your last juvenile court contact. That means five years after the juvenile court jurisdiction ended or the first time you were ordered to appear before your probation officer, whichever is later.

or

- after you turn 18,

but,

- if you've committed certain serious crimes, you will not be able to seal your records.¹⁹⁸

For more information about sealing your records, see the **Useful Resources** section of this booklet.

How do I get my juvenile court records sealed?

Your records won't be sealed automatically. *You* must do something to get them sealed. A petition must be filed with the juvenile court asking the judge to seal your records.¹⁹⁹ Contact your dependency or delinquency attorney for information about sealing your records. You can also get information on record sealing from the probation department, the social service agency or the juvenile court in the county where your case was handled. (WIC 826.6) The Public Defender's office or your local Legal Aid office may be able to provide you with free legal help to seal your record. The probation department, social service agency or the juvenile court may be able to give you referrals to other agencies for free legal help to assist you in sealing your record.

What can I say to people who ask me if I have a juvenile court record?

After your juvenile court records are sealed, you can *totally deny* having a record. In other words, the law says that you can say that the juvenile court case never happened. You can also deny having a sealed record. You can even deny being arrested, detained, or having any contact with the juvenile court.²⁰⁰ This rule is to help you avoid the stigma of having been involved with the juvenile court.

After my records are sealed, can anyone look at them?

Only with your permission. If you want someone to look at your record, you'll have to ask the court to let it happen.²⁰¹ Keep in mind it could take months to seal your whole record. This is the time it takes for the court to contact all the agencies with information about you.

Will the records ever be destroyed?

Yes, if your records can be sealed. But when they're destroyed depends on whether you had them sealed and your juvenile court status. Records that the law does not allow to be sealed cannot be destroyed. The Juvenile Court must order that your juvenile court records (all records and papers, any minute book entries, dockets and judgment dockets) be destroyed as described in the chart below. You can also ask the court to order any agency that keeps any of your records after the juvenile court

records are destroyed to destroy the agency records they have kept²⁰². You may also request that the records be released to you before they are destroyed.²⁰³

WHEN JUVENILE COURT RECORDS ARE DESTROYED

Juvenile Court Status	When Juvenile Court Records Are Destroyed
Section 300 <i>Dependent</i>	At age 28 ²⁰⁸ , or 5 years after they're sealed. ²⁰⁹
Section 601 <i>Status Offender</i>	Sealed records destroyed after 5 years. Unsealed records destroyed at age 21. ²¹⁰
Section 602 <i>Delinquent</i>	For certain serious crimes, records cannot be destroyed. At age 38, for records of all other crimes. ²¹¹

USEFUL RESOURCES

- **Office of the State Foster Care Ombudsman**²¹² (877) 846-1602
<http://www.dss.cahwnet.gov/ombudsman/fosteryouthhelp@dss.ca.gov>

Contact information for county offices may be found at:
www.fosteryouthhelp.ca.gov/pdfs/CountyContacts.pdf

County Ombudsman Offices

Alameda	(510) 268-2365
Fresno	(559) 253-9450
Kern	(661) 631-6071
Los Angeles (Foster Care/Relative Homes)	(888) 889-9800/ (626) 938-1718
Los Angeles (Group Homes)	(888) 445-1234/ (213) 893-7988
Los Angeles (Emancipation Issues)	(626) 229-3849
Los Angeles (Probation)	(877) 822-3222/ (526) 940-2515
Orange	(714) 245-6015
Riverside	(909) 358-3236/ (909) 358-3134
Sacramento	(916) 875-2000
San Diego	(858) 694-5319
San Francisco	(415) 401-4449
San Mateo	(650) 802-6465/ (650) 595-7663
Santa Clara	(408) 436-7600
Solano	(707) 438-0110

Other Offices

Medi-Cal Ombudsman	(888) 452-8609
Medi-Cal Ombudsman (Dept. of Mental Health)	(800) 896-4042
California Youth Authority Ombudsperson Office)	(916) 262-1467

- **Community Care Licensing (CCL)**

More information on CCL is located at: www.ccl.dss.cahwnet.gov/res/pdf/childres_rolist.pdf and www.ccl.dss.ca.gov

Statewide Children's Residential Program Offices

(916) 445-4351 / (310) 665-1940
All Counties

Northern California Children's Residential Program Regional Office

(916) 263-4700

Counties: Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Solano, Stanislaus, Tuolumne, Yolo

Chico Children’s Residential Program Local Unit

(530) 895-5033

Counties: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba

Central California Children’s Residential Program Regional Office

(408) 277-1289

Counties: Monterey, San Benito, Santa Clara, Santa Cruz

Fresno Children’s Residential Program Local Unit

(559) 243-8080

Counties: Alpine, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Tulare

Rohnert Park Children’s Residential Program Local Unit

(707) 588-5026

Counties: Marin, Mendocino, Napa, Sonoma

San Bruno Children’s Residential Program Local Unit

(650) 266-8800

Counties: Alameda, Contra Costa, San Francisco, San Mateo

Pacific Inland Children’s Residential Program Regional Office

(951) 782-4207

Counties: Riverside, Imperial, and San Bernardino

Orange County Children’s Residential Program Local Unit

(714) 703-2840

County: Orange

San Diego Children’s Residential Program Local Unit

(619) 767-2300

Counties: San Diego

Los Angeles and Tri-Coastal Counties Children’s Residential Program Regional Office

(323) 981-3300

Counties: Los Angeles, Ventura, Kern

Santa Barbara Children’s Residential Program Local Unit

(805) 682-7647

Counties: San Luis Obispo, Santa Barbara

Los Angeles Metro and Valley Children’s Residential Program Regional Office

(310) 568-1807

County: Los Angeles

Woodland Hills Children’s Residential Program Local Unit

(818) 596-4334

County: Los Angeles

- **California Youth Crisis Line** (24 hours a day). **(800) 843-5200**

The Youth Crisis Line can answer questions about:

- food • health care • drug treatment
- child care • where to stay • where to get legal help

It's confidential. You can also call just to talk.

- **California Youth Connection (CYC)** **(800) 397-8236**

CYC is an organization to help you speak out about the needs of foster youth. CYC was started by foster youth in 1988 to give you a voice about issues that affect you. CYC members work on legislation, speak to the legislature and other policy makers, and work on statewide committees and in their own communities, to improve the foster care system. CYC is youth run and each year youth put on two statewide conference where CYC members from all over California come together to discuss issues. CYC builds leadership skills and gives you a network of current and former foster youth for peer support. You can join CYC at age 14 and remain a member until age 24. Many Independent Living Skills Programs have CYC chapters. To find out if there is one in your county, contact your county Independent Living Program or call the CYC statewide office.

- To find out about your county's **Independent Living Programs** call the office in your county. More information can be found at:

<http://www.childsworld.ca.gov/res/pdf/ILPCC03.pdf>

- To find out about your county's **Transitional Housing Programs** call the office in your county. More information can be found at:

<http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf>

- For more information about **Sealing Your Records**, you can visit:

http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_of_JuvenileRecords_Handout_Alameda.pdf

or

http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_JuvenileRecords_JD.pdf

- Other helpful numbers for your **county** include:

(County agencies: please fill in names and numbers for the court, Medi-Cal, after care programs, CASA, and any other services you have found useful.)

_____ (Name)

_____ (Telephone Number)

_____ (Name)

_____ (Telephone Number)

(Name)

(Telephone Number)

(Name)

(Telephone Number)

(Name)

(Telephone Number)

DEFINITION INDEX

The number refers to the page number that has a definition for the word.

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ENDNOTES

1. The following abbreviations refer to United States (federal) law:

CFR	Code of Federal Regulations
INA	Immigration and Nationality Act
USC	United States Code

The following abbreviations refer to California law:

BPC	Business & Professions Code
CC	Civil Code
EC	Education Code
FC	Family Code
GC	Government Code
HSC	Health & Safety Code
PeC	Penal Code
PrC	Probate Code
VC	Vehicle Code
WIC	Welfare & Institutions Code
CCR	California Code of Regulations
RC	California Rules of Court

The following abbreviations refer to California administrative documents:

ACWDL	All County Welfare Directors Letter (http://www.dhcs.ca.gov/services/Medi-Cal/eligibility/Documents/00-61.pdf)
ACIN	All County Information Notice (http://www.dss.cahwnet.gov/lettersnotices/PG1011.htm)
DSSM	California Department of Social Services Manual of Policies and Procedures, Division 31, Child Welfare Services Manual

3. WIC 16001.9(a)(8)
4. DSSM 31-002(g)(1); 31-020
5. 22 CCR 84072.2; WIC 16001.9(a)(8)
6. 22 CCR 89372(a)(4)
7. WIC 300
8. WIC 601(a), (b)
9. WIC 602
10. WIC 315-16; 319
11. WIC 334
12. WIC 355; 356
13. WIC 358; RC 1451
14. WIC 358(b); 358.1

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15. WIC 366.21(c)
 16. WIC 364(a); 366(a)
 17. WIC 366.21
 18. WIC 399
 19. WIC 293(a)--(c); 366.21(b)
 20. WIC 366.21(f)
 21. WIC 366.21(g)(1)
 22. WIC 366.21(g); 366.26(b)(1),(3)
 23. WIC 366.26(b)(3), (5)
 24. WIC 366.26(c)(1)(B): The court can consider guardianship only if the court finds that one of the following situations exist: (1) the child lives in a residential treatment facility; adoption is unlikely, and continuation of parental rights will not prevent finding the child a permanent family placement once the child leaves the facility; (2) the parents have maintained regular visitation and contact with the child and the child would benefit from a continuing relationship with the parents; (3) the child is at least 12 years old and the child objects to termination of parental rights; (4) exceptional circumstances prevent the child's current caretakers from adopting and the removal of the child would be seriously detrimental to the emotional well being of the child; or (5) at each and every hearing at which the court was required to consider reasonable efforts or services, the court found reasonable efforts at family reunification were not made or reasonable services were not offered or provided to parents.
 25. WIC 366.21(g)(3); 366.26(b)(5)
 26. WIC 366.3(d), (j)
 27. WIC 366.26(b)(1)
 28. FC 8602
 29. FC 8604; 8605; 8606
 30. FC 8616
 31. WIC 16115, *et seq*; WIC 16120(a)(1)
 32. WIC 16120.1
 33. WIC 16121
 34. WIC 366.26(i)(3)
 35. WIC 366.21(g); 366.26(b)(3): For children who are not dependents in the juvenile court, guardianship proceedings are governed by PrC1500 *et. seq.* and are handled in the family or probate division of the Superior Court.
 36. WIC 11363(a)
 37. PrC 1600; FC 7002(a), (b)
 38. WIC 293(a)(4); 294(a)(3); 295(a)(4); 349; 366.21(a), (b)
 39. WIC 399; 16001.9(a)(17)
 40. WIC 353.1; 388
 41. WIC 399; 16001.9(a)(17)

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42. WIC 361.3(a)
 43. WIC 349; 317(c), (e)
 44. WIC 317(c); RC 5.660(b)
 45. WIC 317(c),-(e)
 46. WIC 317(d), (e)
 47. *In Re Kristen B.*, 187 Cal.App.3d 596, 608; 232 Cal.Rptr. 36, 43 (1986).
 48. RC 5.530; *Charles S. v. Superior Court*, 168 Cal.App.3d 151, 156; 214 Cal.Rptr. 47, 50 (1985)
 49. RC 5.530; *In re B.G.*, 11 Cal.3d 679, 693; 114 Cal.Rptr. 444, 454 (1974); *In re Joshua S.*, 205 Cal.App.3d 119, 122; 252 Cal.Rptr. 106, 107 (1988)
 50. WIC 295(a)(6)
 51. WIC 346
 52. WIC 366.21(c); 355(b)(1)
 53. WIC 16000(a)
 54. WIC 16501.1
 55. WIC 16501.1(d)
 56. WIC 16501.1(c)(1); DSSM 31-205
 57. WIC 16501.1(a), (f); DSSM 31-206
 58. WIC 16010(a); DSSM 31-206.35
 59. WIC 16501.1(d); 11405(b)(2)
 60. WIC 16001.9(a)(19); 16501.1(f)(12)
 61. WIC 16501.1(f)(16)(B); DSSM 31-206
 62. DSSM 31-525.61; 31-525.64; 31-525.7
 63. WIC 16501.1(f)(12)
 64. WIC 16001.9(a)(19)
 65. WIC 16501.1(f)(13)
 66. WIC 16507.4(b) (2)
 67. WIC 300; 319(e); 361.2(e)
 68. WIC 361.2(e); DSSM 31-405
 69. WIC 16001.9(a)(9)
 70. WIC 16001.9(a)(9)
 71. ACIN I-80-05
 72. WIC 16001.9(a)(9); ACIN I-80-05
 73. WIC 16001.9(a)(9)
 74. 22 CCR 84072(c)(20), (21)
 75. 22 CCR 83072(c)(6), 84072(c)(11), 89372(c)(16); ACIN I-80-05

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76. WIC 16001.9(a)(6), (8), (9); ACIN I-80-05
 77. ACIN I-80-05
 78. ACIN I-80-05; 22 CCR 83072(c)(6); 84072(c)(11); 89372(c)(16)
 79. 22 CCR 83072(c)(3),(4),(6)
 80. DSSM 31-320.2
 81. DSSM 31-320.31; 31-320.4
 82. DSSM 31-320.414
 83. WIC 362.1(a); DSSM 31-340.2; WIC 16001.9(a)(6)
 84. WIC 16507(a); DSSM 31-345; WIC 16001.9(a)(6)
 85. WIC 16501.1(f)(5)
 86. WIC 16501.1(f)(8)
 87. WIC 16002(b); 16001.9(a)(7)
 88. WIC 16002(b); 16501.1(f)(8); 16501.1(g)
 89. WIC 16001.9(a)(4)
 90. FC 6925. Minors may not give consent to sterilization procedures (permanent prevention of reproduction including vasectomies, tubal ligation, hysterectomies etc.)
 91. FC 6926
 92. FC 6929
 93. FC 6927
 94. FC 6928
 95. FC 6924(f): Minors may not consent to receive psychotropic medications, psychosurgery or shock treatment.
 96. WIC 16001.9(a)(5)
 97. WIC 369
 98. WIC 14005.28; ACIN I-117-00; ACWDL 00-61;
 99. FC 6925
 100. FC 8604, 8605
 101. WIC 16002.5, 16004.5
 102. WIC 300, 305, 309
 103. WIC 307.4
 104. WIC 317(b)
 105. WIC 11400(t)
 106. WIC 16501.25(b)(1)
 107. WIC 16501.25(b)(1)
 108. WIC 16501.25(b)(2)-(3)

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109. WIC 16501.25(b)(3)
 110. WIC 16501.25(c)
 111. WIC 11465(d)(2)
 112. WIC 11465; 16501.25
 113. WIC 16001.9(a)(13)
 114. EC 48853(g)
 115. WIC 361(a)
 116. WIC 361(a)
 117. WIC 361(a)
 118. GC 7579.5
 119. EC 48853
 120. EC 48853.5(d)(1),(2), (5), (7)
 121. EC 48853.5(d)(3)
 122. EC 48853.5(d)(8)
 123. EC 48853.5(d)(4)(B)
 124. EC 49069.5(d), (e)
 125. EC 49069.5(c)
 126. EC 49069.5(d), (e)
 127. EC 49069.5(h)
 128. EC 48205
 129. EC 48205 (b)
 130. 22 CCR 80072(a)(5), 89372(c)(17); WIC 16001.9(a)(10)
 131. 22 CCR 89173(c); DSSM 31-420.12
 132. WIC 16001.9(a)(23)
 133. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)
 134. 8 CFR § 204.11(c)(1)
 135. 8 CFR § 204.11(c)(2)
 136. 8 CFR § 204.11(c)(3)
 137. 8 CFR § 204.11(a), (c)(4)
 138. INA § 101(a)(27)(J)(i); 8 USC § 1101(a)(27)(J)(i).
 139. 8 CFR § 204.11(a), (c)(6); INA § 101(a)(27)(J)(ii); 8 USC § 1101(a)(27)(J)(ii)
 140. WIC 16001.9(a)(23)
 141. WIC 10850(a); RC 5.552; WIC 16001.9(a)(22)
 142. 22 CCR 84070; 80070(c). (e)
 143. EC 49076(a)(6)

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144. WIC 827(a); RC 1423
 145. 22 CCR 80070(e)
 146. VC 12509; 12814.6(a)(1)
 147. VC 12814.6(a)
 148. VC 12814.6
 149. VC 12814.6(b)
 150. VC 17701
 152. WIC 391(a)
 153. WIC 391(b)
 154. WIC 391(c)
 155. DSSM 31-002(i)(1), 31-525.3; WIC 16001.9(a)(16)
 156. DSSM 31-002(t)(4)-(5)
 157. DSSM 31-525.86
 158. DSSM 31-525.3. Youth in voluntary foster care placements are not eligible.
 159. DSSM 31-525.33
 160. WIC 16522(a)
 161. WIC 16522(d)(1)-(3)
 162. 22 CCR 84077(a)(2)
 163. 22 CCR 89372(c)(18)(C)
 164. 22 CCR 89372(c)(18)(D)
 165. EC 49116
 166. WIC 16001.9(a)(14); DSSM 31-525.82
 167. Labor Code 432.7; Penal Code 11155.5
 168. WIC 781
 169. WIC 11155.5

 170. WIC 11155.5(a); 16001.9(11)
 171. FC 7050(c)
 172. FC 650
 173. WIC 303
 174. WIC 11403
 175. 2009 CA A.B. 12

 176. FC 7002
 177. FC 7002(c); 7120; 7122
 178. FC 7120(b)

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179. FC 7122(a)
 180. VC 12509; 12814.6
 181. FC 302
 182. BPC 25658(b)
 183. PeC 308(b)
 184. United States Constitution, Amendment XXVI
 185. WIC 14005.28; ACIN I-117-00; ACWDL 00-61, 00-20
 186. ACIN I-117-00
 187. ACWDL 00-61
 188. ACIN I-117-00
 189. ACWDL 00-61
 190. WIC 16522; DSSM 30-912
 191. 22 CCR 86001(t)(2)
 192. WIC 11403.2(a)(2)
 193. WIC 11400(r)(1), WIC 11403.2, DSSM 30-913.1
 194. DSSM 30-913.1
 195. DSSM 30-913.2
 196. DSSM 30-914
 197. WIC 389; WIC 781
 198. WIC 389(a); WIC 781(a)
 199. *Id*
 200. *Id.*
 201. *Id.*
 202. WIC 826(b)
 203. *Id.*
 208. WIC 826(a)
 209. WIC 389(c)
 210. WIC 826(a)
 211. *Id.*
 212. WIC 16164, 16165, 16001.9(a)(8)

NON-MINOR DEPENDENT INVENTORY FORM

Agency: _____

Participant: _____
Print

Date: _____
Month/Year

Address: _____

Phone: _____

Initial Inventory

Quarterly Inventory

Exit Report

CLOTHING (Recommended*):

	# NEEDED	REQUESTED/REPLACED
<input type="checkbox"/> School Uniforms (6)	_____	_____
<input type="checkbox"/> Casual Outfits* (8)	_____	_____
<input type="checkbox"/> Employment Outfits* (3)	_____	_____
<input type="checkbox"/> Interview Outfits* (1)	_____	_____
<input type="checkbox"/> Sweater* (1)	_____	_____
<input type="checkbox"/> Jacket/Coat* (1)	_____	_____
<input type="checkbox"/> Belt* (1)	_____	_____
<input type="checkbox"/> Tennis/Casual Shoes* (1)	_____	_____
<input type="checkbox"/> Employment Shoes* (1)	_____	_____
<input type="checkbox"/> T-shirts* (4-6)	_____	_____
<input type="checkbox"/> Socks* (8)	_____	_____
<input type="checkbox"/> Undergarments* (8)	_____	_____
<input type="checkbox"/> Bra Female* (3)	_____	_____
<input type="checkbox"/> Slip Female (2)	_____	_____
<input type="checkbox"/> Pantyhose Female (4-6)	_____	_____
<input type="checkbox"/> Pajama/Gown* (2)	_____	_____
<input type="checkbox"/> Bathrobe (1)	_____	_____
<input type="checkbox"/> Slippers (1)	_____	_____
<input type="checkbox"/> Other: _____	_____	_____
<input type="checkbox"/>	_____	_____

PERSONAL HYGIENE:

- Facial Tissue
- Bath Soap**
- Toothbrush & Toothpaste**
- Mouthwash
- Dental Floss
- Deodorant**
- Comb or Brush**
- Shampoo**
- Hair Care Products
- Lotion
- Sanitary Napkins/Tampons** (Female)
- Acne Medication

PERSONAL BELONGINGS:

- Radio
- TV
- Laptop (Make/Model: _____)
- Cell Phone (Make/Mode: _____)
- Tablet (Make/Model: _____)
- Backpack or Other Luggage
- Bicycle
- Skateboard

NOTES:

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

**Agency shall ensure these items are available to the NMD.

Participant Signature: _____

Date: _____

Agency Representative Signature: _____

Date: _____

FURNITURE INVENTORY FORM

ENTRY

QUARTERLY

EXIT

Today's Date: _____ Agency Name: _____

Participant's Name: _____ Unit Number: _____

ITEM	CONDITION		REPLACED/REPAIRED		DATE
1. Bed	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2. Mattress	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3. Desk	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
4. Desk Chair	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5. Desk Lamp	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
6. End Table	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
7. Cabinet/Locker	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. Vanity	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Mirror	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10. Sink	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
11. Other:					

PARTICIPANT'S SIGNATURE: _____

CONTRACTOR'S SIGNATURE: _____

REPORT OUTLINE

Report /Form	When Completed/Used	Date due
1. Hired /Terminated Employees/Volunteers Report (A-2)	At time of Hire and Termination	Complete and submit to CPM within 3 business days of employment/volunteer change in status. File in employee's/volunteer's file within 1 business day of completion.
2. Agency Placement or Service Agreement (A-3 or A-3b)	At Intake	File in the NMD File within 2 business days following Placement
3. SOC 161 – Six-Month Certification of Extended Foster Care Participation	Prior to placement and updated every 6 months	File in the NMD File within 2 business days following Placement or upon receipt from CSW
4. SOC 162 – Mutual Agreement For Extended Foster Care	Prior to Intake	File in the NMD File within 2 business days following Placement or upon receipt from CSW
5. SOC 163 – Voluntary Re-Entry Agreement For Extended Foster Care	Prior to Intake	File in the NMD File within 2 business days following Placement or upon receipt from CSW
6. DCFS/Probation 6010- NMD 2-Way Authorization for Sharing Information (A-7) (if applicable)	Prior to Intake	File in the NMD File within 2 business days following Placement or upon receipt from CSW
7. Referral and Screening Form (A-6)	Prior to Intake	File within 5 days following Placement and must have CPM or Designee's Authorization
8. Unit Verification Form (A-8)	Upon Intake	File in the NMD File within 1 business day following Placement
9. Furniture Inventory (A-15)	Upon Intake and As Required	File in the NMD File within 1 business day following Placement and as needed
10. WD+ILS Program Participation Form (A-9)	Upon Intake	File in the NMD File within 1 business day following Placement
11. Workforce Development Program Handbook & Policies (A10)	Upon Intake	File in the NMD File within 7 business days following Intake
12. Foster Youth Bill of Rights (A-11)*	Orientation	Give to NMD at Orientation
13. Personal Rights (A-12)*	Orientation	Give to NMD at Orientation
14. NMD Inventory Form (A-14)	Upon placement/Quarterly	Complete upon placement and quarterly thereafter and file in the NMD file within 1 business day

ATTACHMENT A-16

Report /Form	When Completed/Used	Date due
15. Monthly Allowance Log	Bi-Monthly	File in the NMD File within 1 business day following bi-monthly allowance allocation
16. Monthly Savings Ledger	Monthly	File in the NMD File within 1 business day following intake
17. Weekly Dormitory Inspection Sheet (A-19)	Upon Placement/Monthly	File in NMD File within 1 business day of completion
18. Medication Log (A-20) (if applicable)	As Prescribed	Complete when NMD is prescribed medication by a medical doctor/dentist or taking over-the-counter medications prescribed or not and file in NMD's medical record folder within 1 business day of prescription
19. Special Incident Reporting (See Guide A-18)*	As required	Report incident and send to CSW and CPM as required. File within 1 business day in the NMD file
20. Progress/Quarterly Report (A-17)	45 Days After Entry/ As Required	Complete initial progress report within 30 days of placement and submit to CSW and file within 45 days of placement. Complete quarterly progress report and submit subsequent reports by 1/15, 4/15, 7/15, 10/15 and file within 1 business day from completion. Complete and submit to CSW, and file updated progress report within 5 days of request.
21. Agency Census Monthly Report (A-5)*	Monthly	Complete and submit to the CPM by the 10 th day of each month
22. DCFS 4389 Release of DCFS Case Records to Service Providers (A-7)	As Required	Prior to the CSW discussing specific case information regarding the NMD and prior to the CONTRACTOR receiving case documents from the CPM/CSW
23. Agency Intake Assessments	Upon Intake	Complete and file within 5 business days of intake
24. Exit Survey (A-22) (if applicable)	Upon exiting program	Complete upon NMD exiting and submit to CSW and CPM within 5 business days of exit and file immediately in the NMD file
25. Legal Rights of Teens In Out of Home Care (A-13)*	Orientation	Give to NMD at Orientation
26. Aftercare Contact Form (A-23) (if applicable)	Every 90 days for 12 months from date of NMD's exit	To CPM by the 15 th of each quarter (Jan 15 th , April 15 th , July 15 th and Oct 15 th)
27. Termination Report (if applicable)	Upon termination	Complete and submit to CSW and CPM within 5 business days of termination

*These forms may not apply in all situations or are not required for mandatory filing.

PROGRESS/QUARTERLY REPORT

INITIAL UPDATE QUARTERLY REPORT MONTH: _____ 20 ____

AGENCY NAME: _____

Participant Name: _____ Age: _____ Telephone: _____

Address & Unit #: _____ Date of Placement: _____

Projected Program Completion Date: _____ On Target? Yes No

CSW Telephone: _____

Permanent Adult Connection Name & Telephone #: _____

Medical (Last Annual Exam)

Date	Purpose	Outcome	Next Appointment
------	---------	---------	------------------

Medical (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment
------	---------	---------	------------------

Overall Physical Health: Good Fair Poor

Dental (Last Annual Exam)

Date	Purpose	Outcome	Next Appointment
------	---------	---------	------------------

Dental (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment
------	---------	---------	------------------

Overall Dental Health: Good Fair Poor

Psychological (Most Recent Visit)

Date	Purpose	Outcome	Next Appointment
------	---------	---------	------------------

Overall Psychological Health: Good Fair Poor

Social Worker Contacts

Date	Purpose	Contact Type	Outcome
------	---------	--------------	---------

Family/ Friends Contacts

Date	Person Name/Relationship	Contact Type	Outcome
------	--------------------------	--------------	---------

COMPONENT/GOALS	GOAL PROGRESS				COMMENTS
	Good	Fair	Poor	Date Completed	
GENERAL					
Self-Awareness					
Personal & Family Values					
Sex Roles					
Goal Setting					
Decision Making					
Parenthood					
Sexuality					
STDs					
EDUCATION					
High School Graduation					
Attendance					
College Entrance Exams					
ROP Training					
Community Training					
Community College Training					
Other:					
EMPLOYMENT					
Resume					
Interview Techniques					
Career Assessments					
Career/Vocational Research					
Number of Job Applications Completed _____					
Apprentice Program Applications Completed _____					
Intern Applications Completed _____					
TRANSPORTATION					
Transportation Routes					
Driver's Education					
Driver's Permit					
Driver's License					
Auto Purchase/Insurance					
CONSUMER LIFE SKILLS					
Budget Adherence					
Clothing Maintenance					
FOOD AND NUTRITION					
Budget Adherence					
Menu Planning/Shopping					
Meal Preparation					
Food Storage					
Food Supply					
MONEY MANAGEMENT					
California Identification Card					
Checking Account					
Savings Account					
Budget Development					
Establishing Credit					
Insurance					
HOUSEHOLD MANAGEMENT					
Unit Maintenance					
Neighbor Relationships					
Secured Housing					
Leasing an Apartment					
Furnishings					
Other:					

Education

Does youth possess one of the following? High School Diploma GED No
 Check Highest Grade Completed: 9 / 10/ 11/ 12
 Current/ Last School Attended: _____
CAHSEE Math: Not Taken/ Passed/ Not Passed **CAHSEE English:** Not Taken/ Passed/ Not Passed
 Does youth have an Individual Education Plan? Yes No
 Does youth possess one of the following? High School Diploma GED Other _____
 Date of High School Graduation: _____ Date Passed GED: _____
 Current/Last College/Trade School Attended: _____ Units Completed: _____

Employment/Financial Information

Employed? Yes/ No/ Full Time/ Part Time Hours per week: _____
 Name _____ of _____ Employer: _____
 Address: _____ City: _____ Zip Code: _____
 Supervisor: _____ Supervisor's Phone: _____
 Date Hired: _____ Hourly Salary: \$ _____ Monthly Salary: \$ _____
 Title and Description of Duties: _____

If not employed, list primary source of income: General Relief Social Security Insurance No Income
 Monthly Allowance Other (Explain): _____

Savings account? Yes No Balance: _____
 Checking account? Yes No Balance: _____
 Career/Vocational Goal: _____

Treatment Status

Describe any adjustment issues (related to placement, peers, staff, community, education, employment, etc.), treatment implemented and Participant's response:
Adjustment: _____

Describe the specific treatment plan, including short-term and long-term goals from above:

Participant's Response: _____

Assessment of unmet needs: _____

Efforts made to meet the needs: _____

Case Plan Update

The following items were noted in the Participant's Case Plan:

The Agency assisted the Participant in working toward the following case goals by:

GOAL:

ASSISTANCE:

<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
-------------------	-------------------

The Agency observed progress by the Participant in the following areas:

The Agency assisted the Participant in COMPLETING the following case goals by:

GOALS COMPLETED:

ASSISTANCE:

DATE:

<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
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Recommendations for Case Plan Update:

If the Participant exited, complete this section. The Participant exited during _____ day of the month.

The Participant *completed* *did not complete the Program.*

The Participant exited to (destination)

The Participant *was* *was not employed at exit.*

How can the Participant be contacted (list phone number, address, emergency contact, etc.)?

All of the above has been discussed with me.

Participant's Signature

Staff Signature

Date

SPECIAL INCIDENT REPORTING GUIDE

The Los Angeles County Departments of Children and Family Services (DCFS) have developed this reporting guide. It does not supersede the requirements outlined in California Code of Regulations Title 22, Sections 80061, 84061, and 84361(a); the Los Angeles County Foster Care Agreement; and the Los Angeles County Mental Health Placement Policies.

The agency shall maintain a copy of all reports as required in Sections 1 through 6 of this guide in the child's file. The agency shall also summarize the information in the child's quarterly reports to the county worker. Children's files shall be retained at the facility for at least five years following the term of this Agreement.

Many of these special incident reporting decisions require good judgment and sound discretion. If in doubt whether to report, the agency should call the appropriate DCFS for clarification. Whoever is reporting should be prepared for follow-up questions and have expertise in the reporting procedure.

The agency shall report special incidents to the DCFS Out-of-Home Care Management Division County Program Manager (CPM) and the Children's Social Worker (CSW) via the **I-Track web-based system** at <https://itrack.dcfslacounty.gov> as specified in the tables below.

If the agency cannot obtain complete information regarding the incident within the required reporting timeframes, the agency should submit an initial SIR that includes as much information as possible. If the agency determines that it is necessary to provide additional information about an incident for which an I-Track report has already been submitted, the agency may submit an addendum within seven business days of becoming aware of the incident per the Title 22 requirements noted above. If the I-Track web-based system is off-line, the agency shall use fax as a substitute per the tables below and resubmit the report via I-Track – noting the date of the previously faxed transmission – as soon as it comes back on-line. During the interim period when the agency has not been provided a User ID and are unable to gain entry into the I-Track system to submit SIRs, special incident notification can be made through the completion and submission of the State LIC 624-LE form.

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1. **BEHAVIORAL/MENTAL HEALTH INCIDENT** – Incident that adversely affects the physical health, mental health, emotional health, educational well-being or safety of a child.

Incident **may include, but is not limited to**, the following examples:

- Assaultive Behavior (Caregiver)
- Assaultive Behavior (Peer)
- Assaultive Behavior (Other)
- Inappropriate Sexual Behavior
- Medical Related
- Physical Restraint
- Police Involvement
- Property Damage
- Seclusion
- Self Injurious Behavior
- Staff Related
- Substance Abuse
- Suicidal Ideation
- Suicide Attempt
- Theft

HOW	TO WHOM	WHEN
Telephone	CSW and CPM	By the next business day
I-Track (Fax only if I-Track is down)	CSW and CPM	By the next business day

2. **INJURY, ILLNESS OR ACCIDENT** – Incident that results in medical treatment by a health care professional beyond routine medical care, with the exception of planned surgery. *If in doubt, report or call the required agency for clarification.*

Incident **may include, but is not limited to**, the following examples:

- Accident
- Illness
- Injury
- Hospitalization (Medical or Psychiatric)

HOW	TO WHOM	WHEN
Telephone	CSW and CPM	By the next business day

I-Track (Fax only if I-Track is down)	CSW and CPM	By the next business day
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3. DEATH

HOW	TO WHOM	WHEN
Telephone	CSW and CPM	Immediately
I-Track (Fax only if I-Track is down)	CSW and CPM	By the same business day (if after hours, by the next business day)

4. UNAUTHORIZED ABSENCE – Absence of a child without the permission and supervision of the caregiver which threatens the physical health, emotional health, or safety of the child.

Incident **may include, but is not limited to**, the following examples:

- Abduction
- Runaway

HOW	TO WHOM	WHEN
Telephone	Law Enforcement	Immediately
	CSW and CPM (If after hours, call CPHL)	Immediately (if after hours, by the next business day)
I-Track (Fax only if I-Track is down)	CSW and CPM	By the same business day (if after hours, by the next business day)

5. ALLEGED CHILD ABUSE – *All personnel are required by law to report known, suspected, or alleged incidents of child abuse as defined in Penal Code Section 11165-11174.4.*

Incident **may include, but is not limited to**, the following examples:

- Neglect (general and severe, including medical neglect)
- Physical – an injury purposefully inflicted upon a minor (including corporal punishment and willful cruelty or infliction of unjustifiable pain or punishment)
- Sexual (including sexual assault, sexual exploitation through pornography or prostitution, sexual activity between minors, and sexual activity between an adult and a minor)
- Verbal/Emotional

HOW	TO WHOM	WHEN
Telephone	CSW and CPM	Immediately
I-Track (Fax only if I-Track is down)	CSW and CPM	By the same business day (if after hours, by the next business day)

NOTE: Written submission of State Form SS8572, "Suspected Child Abuse Report," within 36 hours is mandatory. Please indicate in the SIR (I-Track) that the SS8572 is forwarded to required parties.

6. AGENCY EMERGENCY/DISASTER – Incident that involves the community or physical plant and may have a serious impact on residents or create a potentially dangerous environment.

Incident **may include, but is not limited to**, the following examples:

- Earthquake Damage
- Epidemic
- Explosion
- Fire
- Flood

HOW	TO WHOM	WHEN
Telephone	Local Fire Authority for all fires and explosions (Section 80061(b)(1) of CCR)	Immediately
	Local Health Officer for all epidemic outbreaks (Section 80061(b)(1) of CCR)	Immediately
	CSW and CPM	By the next business day
I-Track (Fax only if I-Track is down)	CSW and CPM	By the next business day

7. SIGNIFICANT CHANGE IN FACILITY/ SITE – Change in agency’s operations which impacts services to children. **NOTE: Agencies are not required to report significant changes in the facility/site via I-Track; however, these incidents must be reported.**

Incident **may include, but is not limited to**, the following examples:

- Administration (e.g., Chief Executive Officer, Administrator)
- Mailing Address
- Plan of Operation
- Staffing disruption (e.g., strike or staff shortage)

Laundry Room		T.V. Lounge		Hallway		Study Room		Janitorial Closet	
Washers		Appearance		Floor Swept		Appearance		Floor Swept	
Dryers		Floors		Pictures Dusty		Floor Swept		Cleaning Supplies Organized	
Trash Can		Walls		Baseboards		Trash Emptied		Mops & Broom Hanging Correctly	
Floors		Trash Emptied		Trash Emptied		Furniture Dusty		Trash Taken Out	
Walls		Furniture Dusty						Sink Drain Cleaned Out	
Vents Dust Free									

=1 point off Equals (50% Done)	(/)	=2 Points off Equals (Not Done)	(X)
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Student Accountability Measures:

- Students who receive (1) hit on the dorm inspection sheet must correct their infraction before being allowed to sign out.
- Students who receive (3) or more hits on the dorm inspection sheet must correct their infraction and will not be allowed to sign out until 6:30 p.m.

Score Time Table:

Minus	Score												
1	99.90	13	98.71	25	97.51	37	96.32	49	95.13	61	93.94	73	92.74
2	99.80	14	98.61	26	97.32	38	96.22	50	95.03	62	93.84	74	92.64
3	99.70	15	98.51	27	97.22	39	96.12	51	94.93	63	93.74	75	92.55
4	99.60	16	98.41	28	97.22	40	96.02	52	94.83	64	93.64	76	92.45
5	99.50	17	98.31	29	97.12	41	95.92	53	94.73	65	93.54	77	92.35
6	99.40	18	98.21	30	97.02	42	95.83	54	94.63	66	93.44	78	92.25
7	99.30	19	98.11	31	96.92	43	95.73	55	95.53	67	93.34	79	92.15
8	99.20	20	98.01	32	96.82	44	95.63	56	94.43	68	93.24	80	92.05
9	99.11	21	97.01	33	96.72	45	95.53	57	94.33	69	93.14		
10	99.01	22	97.81	34	96.62	46	95.43	58	94.23	70	93.04		
11	98.91	23	97.71	35	96.52	47	95.33	59	94.14	71	92.94		
12	98.81	24	97.61	36	96.42	48	95.23	60	94.04	72	92.84		

MEDICATION LOG

AGENCY: _____ YOUTH NAME: _____
Please Print Please Print

DR. NAME: _____ MEDICATION NAME: _____

TODAY'S DATE	TIME	AMOUNT I TOOK AT THIS TIME (SUCH AS, 2 TABLETS)	OVER THE COUNTER		MY INITIALS
			Yes	No	
/ /0__	: AM/PM				
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AGENCY STAFF REVIEWING INFORMATION:

 PRINT NAME

 SIGNATURE

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

Release of Confidential DCFS Case Record Information

0500-501.20 | Revision Date: 07/01/14

Overview

This policy addresses the appropriateness of release of confidential DCFS case record information and how to provide the information to the requestor.

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Version Summary

This policy was updated from the 08/09/10 version as part of the Policy Redesign, in accordance with the DCFS Strategic Plan. This policy merges Policy Guide 0500-302.10, Suspected **Child Abuse** Report: Release of Information Pursuant to Penal Code Section 11167(d) and 11167.5, 0500-501.15, Releasing Case Record Information to Child Welfare Agencies Outside California, and 0500-501.10, Releasing DCFS Case Record Information; thereby, cancelling those policy guides.

POLICY

Confidentiality of DCFS Records

All DCFS case records are confidential irrespective of whether or not a petition has been filed in Dependency Court, this includes:

- All documents filed in a juvenile court case;
- Any agency document pertaining to a child who is or was the subject of an investigation; or
- Any information, records, reports, photographs, tapes or electronic data obtained during the course of any investigation.

All DCFS staff members, including support staff, are charged with the responsibility of maintaining the confidentiality of case records. Failure to adequately protect the confidentiality of the records in DCFS' control could result in legal action being taken against the individual responsible for the breach of confidentiality as well as DCFS. All DCFS employees are prohibited from requesting, viewing or obtaining any case record information (written or electronic) for any purpose other than the completion of their assigned work.

In order to keep all DCFS case records confidential all partially completed forms, case notes, worksheets, extra copies or photocopies which contain any person and/or case-specific information pertaining to any task and which are no longer needed are to be shredded. If a shredding machine is not directly available to the CSW, the documents shall be placed in a collection bin expressly designated for material that is to be shredded.

Protected Information

The confidentiality of information designated as "protected information" is under additional statutory provisions. Protected information includes:

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- Attorney-client privileged information (e.g., communications with County Counsel or their staff),
- Any suspected child abuse report and the identity of the reporting party,
- A person's state summary criminal history information form (CLETS),
- The address of a victim of domestic violence or other address ordered confidential by the court,
- Drug and alcohol records,
- All medical and mental health records including any court ordered 730 evaluations,
- HIV/AIDS status or related records and/or information,
- Educational records,
- Adoption records, and
- Information regarding siblings of a dependent child or other unrelated children referred to in any document.

Access to Confidential Specific Records/Information

Juvenile court records including DCFS records are confidential and shall not be inspected by anyone except those specified in [Welfare and institutions Code \(WIC\) Section 827\(a\)\(1\)](#). The exceptions specify that certain persons under specific circumstances may have access to specific records or information. WIC 827(a) (1) lists the individuals/entities allowed to inspect the case file. WIC 827(a) (5) permits specific individuals/entities to receive copies of the case file and a Blanket Order by the Presiding Judge of the Juvenile Court from July 11, 2006, provides that those persons entitled to inspect juvenile case records are also entitled to receive copies. A procedure has been set up with the Presiding Judge's office whereby those individuals/entities who are permitted to inspect the case file pursuant to Section 827(a)(1) may file a Declaration in Support of Access (a form generated by the Juvenile Court akin to DCFS 4389). DCFS, with the assistance of County Counsel, will redact the requested records and provide copies to the court clerk's office for dissemination to the requestor. If no exception applies, a court order is needed in order to inspect and release confidential information.

WIC 827.10 also has provisions that state that notwithstanding Section 827, the child welfare agency is authorized to permit its files and records relating to a minor, who is the subject of either a family law or a probate guardianship case involving custody or visitation issues, or both, to be inspected by, and to provide copies to, the following parties if they are actively participating in the family law or probate case.

- The judge, commissioner, or other hearing officer assigned to the family law or probate case
- The parent or guardian of the minor
- The attorney for a party to the family law or probate case
- A family court mediator assigned to a case involving the minor
- A court-appointed investigator, evaluator, or a person conducting a court-connected child custody evaluation, investigation, or assessment, Per Section 3111 or 3118 of the Family Code or Part 2 (commencing with Section 1500) of Division 4 of the Probate Code

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- A counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family Code. Prior to allowing counsel appointed for the minor in the family law case to inspect the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor.

Disclosure of the Identity of the Reporting Party

The identity of all persons who report under the Child Abuse and Reporting Act shall be confidential and disclosed only among, per Penal Code Section 11167(d):

1. Agencies receiving or investigating mandated reports.
2. An attorney appointed to represent the child.
3. The District Attorney in a criminal prosecution or in an action initiated under WIC 602 arising from alleged child abuse.
4. The County Counsel or District Attorney in a proceeding under Part 4 (commencing with Section 7800) of Division 12 of the Family Code or WIC Section 300.
5. A licensing agency, when abuse in out-of-home care is reasonably suspected.
6. When those persons waive confidentiality, or by court order.

No agency or person listed in Penal Code Section 11167(d) shall disclose the identity of any person who reports under this article to that person's employer, except with the employee's consent or by court order.

Disclosure of the Suspected Child Abuse Report (SS 8572)

The SS 8572, Suspected Child Abuse Report (with the exception of the identities/names of the reporting parties) and the BCIA 8583, Child Abuse or **Severe Neglect** Indexing Form may be disclosed only to the persons and/or agencies listed in [Penal Code Section 11167.5](#).

Requests to Inspect or Obtain Copies of DCFS Records

All requests to inspect and/or have copies of juvenile records (both from individuals listed as exceptions and those that are not) must be immediately directed for handling to the CSW'S out-stationed attorney, or if there is no out-stationed attorney, the supervising county counsel assigned to oversee issues regarding confidentiality. At no time shall records requests be handled by a DCFS employee without the assistance of county counsel.

During the processing of a records request, the CSW automatically accepts the responsibility for identifying the person making the request and verifying his or her right to the requested information (i.e. being one of the persons listed as an exception under the [WIC 827](#)). A signed DCFS [4389](#) shall be received by the CSW anytime records are requested so that the dissemination of the records is properly recorded.

If the case is closed, the Redacting and Subpoena Section will pull the case and send it to the Office of the County Counsel who will review the record, confer with the most recent CSW or his/her SCSW or the designated Juvenile Court Services staff responsible for processing such requests and prepare the records to be sent to court.

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Requests for a Foster Child's Social Security Number for Tax Purposes

Under specific circumstances caregivers may claim foster children on their tax returns. It is incumbent upon the caregiver to meet the specific requirements that allow this. DCFS does not determine whether or not the caregiver has met the requirements. DCFS does not provide social security numbers of foster youth to anyone for security purposes, therefore, if a caregiver asks DCFS for a foster youth's social security number for tax purposes, the CSW shall ask the court to decide whether or not to grant the caregivers request.

Release of DCFS Case Records To Service Providers

All service providers (this includes caregivers, doctors, dentists, psychologists, and therapists/counselors) are entitled to access all case records/information necessary to assist service providers in the development and implementation of the child's and family's service plan improving their ability to provide children with competent and comprehensive care and support the Department's efforts for reunification and permanence, per WIC Section 827, Los Angeles Superior Court and Administratively Unified Courts Court Rules 17.1, and the Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access dated July 11, 2006.

A medical or mental health service provider may need to have access to juvenile case information, including the child's psychological records, medical/dental records, school records, court ordered visitation plan with family members, as well as family and placement information. Such information may be provided where it is determined that a medical or mental health service provider is providing treatment or supervision of a child. For instance, selected portions of a child's school records may be considered for release to a medical doctor where the child's school performance is being monitored in order to adjust a medication regimen. A medical or mental health service provider may not have access to any child abuse reports or the identity of the reporting party, attorney-client privileged information or any information regarding unrelated children contained in any case record documentation.

The Department of Mental Health is entitled to all case record information.

If a CSW or SCSW has any questions or concerns regarding the release of information to any service provider, (s)he must confer with the County Counsel assigned to the case.

Releasing Case Record Information To Child Welfare Agencies Outside California

Penal Code Section 11167.5 allows the release of case record information to staff of another state's child welfare agency responsible for approving prospective foster or adoptive parents or relative caregivers for placement of a child.

[All County Letter 07-54](#) requires the Department of Justice (DOJ) to process all requests from another state child welfare agency for information contained on California's Child Abuse Central Index (CACI). The DOJ will verify the identity of the requestor. If CACI indicates a history of child abuse or neglect, DOJ will notify the county CWS/Probation agency that maintains the underlying record in accordance with current procedures. If a DCFS employee receives a request from an

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outside child welfare agency, inform the caller to contact the Department of Justice at (916) 227-2173. Staff must not provide any case record information to the requesting party.

The notification from DOJ will request information regarding whether the county CWS/Probation agency has maintained the underlying case record and if the disposition remains “substantiated” or “inconclusive”. If the response is affirmative, DOJ will refer the staff of the requesting state to the appropriate designee of the local CWS/Probation agency and will fax or e-mail the CWS/Probation point-of-contact a letter with the name and agency of the person authorized by DOJ to receive such information.

DCFS has designated the Department’s Appeals Management Section, as the DOJ’s point of contact. It will be the responsibility of the Chief Grievance Review Officer and his or her staff to process all requests and provided requested information to the other State.

Releasing Case Records for the Completion of an Adoption Home Study

For purposes of completing adoption home studies the Department shall utilize only adoption agencies that are licensed by the state in which they provide services.

All identifying information regarding the birth parents shall be withheld unless a consent to release form (an [AD 100](#) or equivalent), authorizing release of their identities and signed by both parents, is filed in the case record. If only one parent signs the consent form all identifying information regarding the other parent must be withheld.

The adopting family must also provide a signed release form (an AD 100 or equivalent) allowing the Department to release information about their family to the adoption agency providing the service.

In order to complete an accurate and comprehensive adoptive home study the adoption agency completing the home study must be provided with the information given to the adopting parents [regarding the child](#). The following information shall be considered for release:

- School records;
- Child needs assessment records;
- Routine medical/dental records;
- Only the relevant information contained in the recommendations section of any psychological evaluation for the child;
- Treatment plans for the child; and
- Court-ordered visitation plan for the child with his/her parents/guardians and siblings, if any.

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PROCEDURE

A JV-570 Petition Has Been Filed

CSW Responsibilities

1. Upon receipt of a notice of hearing regarding the JV-570 petition contact and confer with County Counsel regarding the advisability of allowing access to the records. [Back to Top ^](#)

- a. Ask County Counsel to file an objection if it is not in the best interest of the child to allow the petitioner access to the records.
 - b. File the notice in the Additional Services Documentation Folder.
2. Process the request for records by completing the following:
 - a. Photocopy the documents named in the JV-570 petition.
 - b. Black out any attorney client-privileged information.
 - c. Photocopy the altered copy.
 - d. Immediately forward the documents to County Counsel.
 - e. Shred the initial redacted copy.
3. Document the following information in the Contact Notebook:
 - a. Date;
 - b. Name, title and agency of requestor;
 - c. Address and phone number of requestor;
 - d. Information requested; and
 - e. Reason for the request.

Law Enforcement/ Attorneys/Out-of-County Agencies Request Records

CSW Responsibilities

1. Request and obtain a signed DCFS 4389 and a written request on letterhead, if applicable, from requestor.
 - a. File the DCFS 4389 in the Additional Services Documentation Folder.
2. Provide the DCFS 4389 to County Counsel for processing.
3. Document the following information in the Contact Notebook:
 - a. Date;
 - b. Name, title and agency of requestor;
 - c. Address and phone number of requestor;
 - d. Information requested; and
 - e. Reason for the request.
4. Assist County Counsel to process the request. The DCFS 4389 gives the requestor access to the information as listed below, access does not include siblings of the child. If other information is needed, the agency must file a JV-570.

Requestor	Required Documentation	Access to Information
Law Enforcement*	DCFS 4389	<ul style="list-style-type: none"> • Suspected Child Abuse Report, including name of reporting party <p style="text-align: right;">Back to Top ^</p>

		<ul style="list-style-type: none"> • General information in the legal records & DCFS records
Probation	DCFS 4389	<ul style="list-style-type: none"> • General information in the legal records & DCFS records
Prosecuting Attorneys*	DCFS 4389 and Written request on letterhead	<ul style="list-style-type: none"> • Suspected Child Abuse Report, including name of reporting party • General information in the legal records & DCFS records
Out-of-County Agencies	DCFS 4389 and Written request on letterhead	<ul style="list-style-type: none"> • Suspected Child Abuse Report, including name of reporting party • General information in the legal records & DCFS records • Medical & psychological reports if they are required for placement purposes
Child and/or their attorney	DCFS 4389 and Written request on letterhead	<ul style="list-style-type: none"> • General information in the legal records & DCFS records
Parent**and/or their attorney	DCFS 4389 and Written request on letterhead	<ul style="list-style-type: none"> • General information in the legal records & DCFS records • If the child is under 12 years of age, their child's medical, psychological, educational and other records.

*Entitled to access specific DCFS records if they are actively participating in criminal or juvenile proceedings involving the child.

**Parent includes birth parents, presumed father or legal guardian. It does not include a stepparent; therefore a stepparent must file a JV-570 petition to access records.

The Identity of a CSW is Requested

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CSW Responsibilities

1. Obtain the party's name and his or her relationship to the child or family.
2. Request the name, date of birth and any other identifying information about the child.
3. Advise the requesting party that a search will be conducted to verify if an open case exists.
4. Conduct a search on CWS/CMS.
5. Within one business day, inform the requesting party:
 - a. That no open case/referral exists or
 - b. Provide only the name and phone number of the assigned CSW.
6. Document all contacts in the Contact Notebook.

A State Agency Requests Information

For the purpose of this procedure, a State agency includes, Community Care Licensing (CCL), California Department of Social Services (CDSS) and CDSS Office of Insurance and Risk Management.

CSW Responsibilities

1. Request and obtain a written request for the desired information on the appropriate letterhead and a signed DCFS [4389](#).
 - a. File the DCFS 4389 in the Additional Services Documentation Folder.
2. Provide the DCFS 4389 to County Counsel for processing.
3. Forward the request as indicated in the table below.

State Agency	Forward Request To
Community Care Licensing (CCL)	Out-of-Home Care Management Division for <ul style="list-style-type: none"> • Group Homes • Foster Family Agencies The Resource Assessment Section for <ul style="list-style-type: none"> • Licensed Foster Homes • Small Family Homes
California Department Of Social Services (CDSS)	Appeals and State Hearing Section for <ul style="list-style-type: none"> • Funding Related Complaints

4. Document the following information in the Contact Notebook:
 - a. Date
 - b. Name, title and agency of requestor
 - c. Address and phone number of requestor
 - d. Information requested
 - e. Reason for the request

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DCFS Risk Management Section Requests Records

CSW Responsibilities

1. When a Summons and Complaint is received, immediately inform your ARA and contact the Risk Management Section at (213) 738-2667 or 213-351-7767 or 213-738-3000.
 - a. File the Summons and Complaint in the Additional Services Folder.
2. Print out all segments of the case records contained in CWS/CMS and ensure all additional documents are photocopied.
 - a. Place documents in a sealed envelope or other secure container.
3. Deliver all copies, preferably in person, or via County Messenger, to the Office of Litigation Management, 425 Shatto Place, Room 603, Los Angeles, CA 90020.
 - a. Include a transmittal to be signed by the Risk Management Section and a copy returned to the CSW.
4. File all documents received from the Office of Litigation Management in the Additional Services Documentation Folder.
5. Document all contacts and actions taken in the Case Notes.

A Caregiver Requests A Foster Child's Social Security Number For Tax Purposes

CSW Responsibilities

1. Utilize either a Walk-On or an upcoming court report to inform the court of the caregiver's request.
 - a. Ask the court to determine whether or not it wants to release the child's social security number to the caregiver.
2. Upon receipt of the court's decision, advise the caregiver if the court has granted the caregiver's request.
 - a. Provide the foster child's social security number to the caregiver, if granted by court.

Family Law or Probate Court Authorized Person Requests Information

Juvenile Court Services Liaison Responsibilities

1. Request and obtain a signed DCFS 4389.
2. Upon receipt of a completed and signed DCFS 4389, take the following steps:
 - a. Search CWS/CMS to determine if DCFS services were provided.
 - b. Inform the requesting party whether or not services were provided.

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- c. If services were provided, inform the requesting party that they may inspect and/or request the records, or as a courtesy be provided with a verbal report, consistent with the case documentation as indicated in the table below.

Scenario	Access to Information
Family Court Services is working on a case & the family has a previous Dependency case	<ul style="list-style-type: none"> • May view the Dependency Court file • Verbally disclose any information contained in the Dependency Court file*
Family Court Services is working on a case and there was a previous investigation by DCFS but no petition was filed	Verbally Disclose: <ul style="list-style-type: none"> • Whether the family has been the subject of a child abuse investigation • The disposition of the child abuse investigation regarding a family and • The dates the referral was opened and closed
Family Court Services is working on a case and DCFS is simultaneously investigating the family	Verbally Disclose: <ul style="list-style-type: none"> • whether the Department has an active case and the date it was opened • the status of the child abuse investigation regarding the family and • the name, location, and telephone number of the CSW

*Except information that is privileged or confidential

- d. If the Family Law Court evaluators/mediators, Probate Investigators or Family Law and Probate Court Hearing officers request further information or to speak with the CSW, forward the DCFS 4389 to the field so that additional verbal information can be provided.
- e. If any requesting party wishes to have copies of case records pursuant to WIC 827.10, forward the request to the appropriate county counsel's office.
- f. Keep and maintain a log on all DCFS 4389 received.

CSW Responsibilities

1. If contacted by either Family Law or Probate Court staff for verbal case record information and there has been no signed declaration received by the field, direct the requesting party to contact Juvenile Court Services Liaison at (323) 526-6892.
2. When a signed DCFS 4389 has been forwarded by the Juvenile Court Services Liaison, discuss the matter with your SCSW and County Counsel as to what verbal information you are able to provide as indicated in the [chart](#) above.
3. If contacted by either Family Law or Probate Court staff and other entitled parties regarding any other case record information:
 - a. Request and obtain a written request on appropriate letterhead and a signed DCFS 4389 for the desired information. [Back to Top ^](#)

- b. File the DCFS 4389 and the written request in the Additional Services Documentation Folder.
 - c. Once the DCFS 4389 is received, provide it to County Counsel for processing.
 - d. Assist County Counsel to process the request.
4. Document the following information in the Contact Notebook:
- a. Date;
 - b. Name, title and agency of requestor;
 - c. Address and phone number of requestor;
 - d. Information requested; and
 - e. Reason for the request.

Sharing Case Information/Records with a Caregiver

CSW Responsibilities

1. Discuss the child's needs with a potential caregiver in non-identifying terms.
2. When a placement has been located, provide the caregiver with the DCFS 709 and if necessary, share the following case records with the caregiver about the child placed in their home:
 - a. School records
 - b. Information about a child's known dangerous past behavior
 - c. The child's needs and assessment records
 - d. Routine medical/dental records pertinent to maintaining the health and safety of the child while in the caregiver's care
 - e. Psychological evaluations and mental health records if pertinent to maintaining the health and safety of the child while in the caregiver's care
 - f. **HIV/AIDS** information if pertinent to maintaining the health and safety of the child while in the caregiver's care.
 - g. Family history if pertinent to maintaining the health and safety of the child while in the caregiver's care
 - h. Placement history if pertinent to maintaining the health and safety of the child while in the caregiver's care
 - i. Treatment plans for the child
 - j. Minute orders and court reports, (including the visitation plan for the child with his/her parents/guardians, relatives and siblings)
3. Photocopy only the records authorized for release.
 - a. Review carefully, black-out any unauthorized information and photocopy the initial copy.
 - b. Release the second copy
 - c. Shred the initial copy.
4. Do not share the following information with the caregiver:

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- a. Information regarding any other person, including parents, siblings, and/or other unrelated children contained in the case record
- b. Court-ordered 730 psychological/medical evaluations (unless ordered by the court)
- c. Child abuse reports and the identity of the reporting party if the caregiver does not meet the requirement of WIC 18951
- d. Any attorney/client privileged information.

A Service Provider or Court Ordered 730 Evaluator Requests Case Records Information

For this procedural section, a service provider includes: a mental health provider and a medical and dental doctor.

CSW Responsibilities

1. Discuss the child's needs with the SCSW.
2. Discuss the child's needs in non-identifying terms with a potential mental health provider.
3. Obtain a signed DCFS 4389 from the potential mental health service provider if identifying information is requested and from the selected provider before releasing any requested information.
 - a. File the DCFS 4389 in the Additional Services Documentation Folder.
4. Document the following information in the Contact Notebook:
 - a. Date;
 - b. Name, title and agency of requestor;
 - c. Address and phone number of requestor;
 - d. Information requested; and
 - e. Reason for the request.
5. Discuss and obtain SCSW written approval for the release of records.
 - a. Document SCSW's approval in the Case Notes.
 - b. Print a hard copy of the documented written approval and give it to the SCSW for signature.
 - c. File it in the Additional Services Documentation Folder.
6. Photocopy only the records authorized for release.
 - a. Review carefully, black-out any unauthorized information and photocopy the initial copy.
 - b. Release the second copy
 - c. Shred the initial copy.

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Releasing Case Record Information To Child Welfare Agencies Outside California

Chief Grievance Review Officer Section Responsibilities

1. Upon receipt of the notification from the Department of Justice of a request for information, file the notification in the designated office file.
2. When contacted by state requesting case record information, check the office file to verify that the DOJ has authorized the requesting party to receive case record information.
3. If the agency/individual did not obtain authorization from DOJ, direct the requesting party to contact the DOJ to obtain such authorization.
4. If the requesting party obtained authorization from the DOJ, provide the requesting party a written or verbal summary of the results of the investigation and what if any action was taken.

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APPROVALS

SCSW Approval

- Written Approval to Release Case Records to Service Providers

HELPFUL LINKS

Forms

CWS/CMS

JV-570, Petition for Access to Juvenile Court Records

LA Kids

[AD 100](#), Authorization for Use And/Or Disclosure Of Information [Independent Adoption](#) Program
DCFS [4389](#), Declaration in Support of Access to Juvenile Records
DCFS [709](#), Foster Child's Needs and Case Plan Summary

Referenced Policy Guides

[0200-509.20](#), Pre-Placement Process
[0600-502.20](#), HIV/AIDS Testing and Disclosure of HIV/AIDS Information

Statutes

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[Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access, dated July 11, 2006](#)

[Family Code \(FC\) 8706](#) - Allows the release of certain information for a child that will be adopted.

[FC 9200](#) - States the process of requesting to inspect court documents, the requestor must pay the fee and information that must be deleted from the documents.

[FC 9201](#) - States the confidentiality of adoption case records.

[PC 11167.5](#) - States that child abuse investigative reports and the identities of mandated reporters are confidential and under what specific circumstances disclosure is permitted.

[Los Angeles Superior Court Rules 7.2, Confidentiality Of Juvenile Case Files](#)-describes and defines confidentiality of and access to Juvenile Court Case files including DCFS and Probation records that are part of the Juvenile Case file.

[Welfare and Institutions Code \(WIC\) 827](#) - States that all DCFS Case Records are confidential and sets forth requirements and exceptions for sharing DCFS Case Records.

[WIC 16002 \(e\) \(2\)](#) - Allows child welfare agencies and licensed county adoption agencies to provide prospective adoptive parents with information about siblings to facilitate ongoing sibling contact.

[WIC 16010 \(a\) & \(c\)](#) - A child's case plan must provide a summary of the health and education information or records, including mental health information or records. The summary may be maintained in the form of a health and education passport.

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EXIT SURVEY

Participant Name: _____
Agency: _____
Entry Date: _____ Exit Date: _____

Contact Information

Address: _____
Telephone: _____ Cell Phone: _____ Email: _____
Permanent Adult Connection: _____ Phone: _____

The goals that I have obtained are:

- High School Diploma
- GED
- Vocational Certificate
- Employment
- Other _____

1. How would you rate your training and overall experience while residing in the Program
 Very Good Good Fair Poor

If you stated POOR, please explain: _____

2. I would recommend the Program I would not recommend the Program.

3. Please place a 1 in front of the area that you were helped MOST, and then put a 2 in the area you would rank second, a 3 in the area you would rank third and so forth?

____ Budgeting ____ Employment Skills ____ Decision-Making
____ Relationship building ____ Other (specify) _____

4. Please state your housing plan:

5. Are you employed? Yes No

6. Are you in school? Yes If yes, what type? No
 High School Vocational College

7. The best thing about the Program is:

8. The Program could be improved by:

Signature _____ Date: _____

AFTERCARE CONTACT FORM

Date: _____

Jan. 01- Mar. 31
 Apr. 01- June 30
 July 01- Sep. 30
 Oct. 01 – Dec. 31

Agency: _____

Participant: _____ **DOB:** _____

Entry Date: _____ **Exit Date:** _____ Planned Unplanned

Completed High School Diploma: Yes No Verified: Yes No

Completed Vocational Program: Yes No Verified: Yes No

If NO to above questions, number of credits completed: _____ Verified: Yes No

Employed at Entry: Yes No Obtained Job While in Program: Yes No

Employed at Exit: Yes No Enrolled in School at Exit (college, high school, etc.) Yes No

Transition Funds Received at Exit (Include Participant's Savings) \$ _____

Destination at Exit: _____

Destination Address at Exit: _____

Telephone: _____ Cell Phone: _____ Email: _____

Facebook Address: _____

PLEASE PROVIDE UP TO FOUR CONTACTS

Name	Relationship	Phone Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

LAST FOUR CONTACT DATES

Date of Contact: _____ Method of Contact: _____ Employed: Yes No F/T P/T

Describe Housing Status: _____

Date of Contact: _____ Method of Contact: _____ Employed: Yes No F/T P/T

Describe Housing Status: _____

Date of Contact: _____ Method of Contact: _____ Employed: Yes No F/T P/T

Describe Housing Status: _____

Date of Contact: _____ Method of Contact: _____ Employed: Yes No F/T P/T

Describe Housing Status: _____

Comments: _____

Agency Representative Signature: _____ **Date:** _____

PERFORMANCE REQUIREMENTS SUMMARY

ATTACHMENT A-24

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
1	CONTRACTOR shall monitor the progress of each Participant	CONTRACTOR shall ensure 100% of the youth receive ongoing monitoring and supervision	COUNTY will conduct an annual site visit to review: <ul style="list-style-type: none"> • Progress Reports • Quarterly Reports • Exit Assessments • Termination Report • Aftercare Contact Form 	The CPM may request a Corrective Action Plan as outlined in SOW, Section 14.0. Failure to meet the performance standard could result in contract termination
2	CONTRACTOR shall maintain accurate, complete and current Participant folders for each Participant	CONTRACTOR shall ensure 100% of the youth have Participant folders	COUNTY will conduct an annual site visit to review the Participant folders	The CPM may request a Corrective Action Plan as outlined in SOW, Section 14.0. Failure to meet the performance standard could result in contract termination
3	CONTRACTOR shall provide educational, employment and other support to assist with completion of the NMD's goals	CONTRACTOR shall ensure 96% of the youth have current TILPs	COUNTY will conduct an annual site visit to review the Participant folders	The CPM may request a Corrective Action Plan as outlined in SOW, Section 14.0. Failure to meet the performance standard could result in contract termination
4	CONTRACTOR shall provide a monthly allowance for each Participant	CONTRACTOR shall ensure 100% of the youth receive monthly allowances	COUNTY will conduct an annual site visit to review: <ul style="list-style-type: none"> • Monthly Allowance Log • Monthly Savings Ledger 	The CPM may request a Corrective Action Plan as outlined in SOW, Section 14.0. Failure to meet the performance standard could result in contract termination

PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
5	CONTRACTOR shall provide life skills workshops monthly	100% of the youth receive life skills training	COUNTY will conduct an annual site visit to review: <ul style="list-style-type: none"> • Progress Reports • Quarterly Reports 	The CPM may request a Corrective Action Plan as outlined in SOW, Section 14.0. Failure to meet the performance standard could result in contract termination
6	CONTRACTOR shall submit reports to the County Program Manager for each participant	CONTRACTOR shall ensure that reports are submitted for 100% of the youth	COUNTY will review the following submitted reports on a monthly basis: <ul style="list-style-type: none"> • Monthly Allowance Log • Monthly Savings Ledger • Certified/Decertified Employees/Volunteers Report • Progress Reports • Quarterly Reports • Special Incident Reports • Agency Census Monthly Report • Exit Assessments • Termination Report • Aftercare Contact Form 	The CPM may request a Corrective Action Plan as outlined in SOW, Section 14.0. Failure to meet the performance standard could result in contract termination
7	CONTRACTOR shall deposit funds from monthly allowance into an interest bearing savings account for each participant	CONTRACTOR shall ensure funds are deposited for 100% of the youth	COUNTY will conduct an annual site visit to review the Monthly Savings Ledgers	The CPM may request a Corrective Action Plan as outlined in SOW, Section 14.0. Failure to meet the performance standard could result in contract termination
8	CONTRACTOR shall ensure that all housing units are in compliance and maintained	CONTRACTOR shall maintain 100% of the housing sites	COUNTY will conduct an annual site visit to inspect the units and review the Furniture Inventory Form	The CPM may request a Corrective Action Plan as outlined in SOW, Section 14.0. Failure to meet the performance standard could result in contract termination

County of Los Angeles
Department of Children and Family Services

Workforce Development plus Independent Living Services (WD+ILS)

EXHIBIT B: ATTACHMENTS

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

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

Name of Firm

Print Name and Title

Authorized Signature

Date

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: _____
 (Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgment and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Contractor shall ensure that this certification is executed and kept in employee's personnel file and must be provided to the County upon request. (Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR’S NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Contractor shall ensure that this certification is executed and kept in non-employee’s file and must be provided to the County upon request. (Work by the non-employee cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgment and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 **ACCOUNTING SYSTEM**

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number

- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel,

purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 **AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 **DISBURSEMENTS**

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100 percent of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100 percent of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.



Department of the Treasury
Internal Revenue
Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment

Certificate, is no longer in use.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

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

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

“**Dominant in its field of operation**” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

“Contractor Employee Jury Service”

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROGRAM DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATIONCONTRACT NO. 16-0005

DCFS CONTRACT PROGRAM MANAGER:Name: Robbie Odom

Title: Children Services Administrator III

Address: Out-of-Home Care Management Division

9320 Telstar Ave., Suite #216, El Monte, CA 91731

Telephone: (626) 569-6803

Facsimile: (626) 572-2363

E-Mail Address: odomr@dcs.lacounty.gov

DCFS CONTRACT PROGRAM MONITOR:Name: Robbie Odom

Title: Children Services Administrator III

Address: Out-of-Home Care Management Division

9320 Telstar Ave., Suite #216, El Monte, CA 91731

Telephone: (626) 569-6803

Facsimile: (626) 572-2363

E-Mail Address: odomr@dcs.lacounty.gov

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

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

()

()

OR

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

()

()

Signature

Date

Name and Title (please type or print)

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____