

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

REQUEST FOR PROPOSALS (RFP)

FOR

INDIVIDUALIZED TRANSITIONAL SKILLS PROGRAM SERVICES

CFDA# 93.674



NOVEMBER 2012

**INDIVIDUALIZED TRANSITIONAL SKILLS PROGRAM SERVICES
REQUEST FOR PROPOSALS
(CFDA# 93.674)**

TABLE OF CONTENTS

INTRODUCTION.....	1
1.0 Preamble.....	1
2.0 DCFS Mission Statement.....	1
3.0 Purpose	1
4.0 Overview of Solicitation Document.....	2
5.0 Terms and Definitions.....	2
6.0 Minimum Mandatory Requirements.....	3
PART A: GENERAL INFORMATION AND REQUIREMENTS.....	4
7.0 County’s Rights and Responsibility	4
8.0 Contract Term and Program Budget	4
9.0 Contract Rates.....	4
10.0 Days of Operation	5
11.0 Contact with County Personnel	5
12.0 Final Contract Award by the Board of Supervisors	5
13.0 Mandatory Requirement to Register on County’s WebVen.....	5
14.0 County Option to Reject Proposals.....	6
15.0 Protest Policy Review Process	6
16.0 Notice to Proposers Regarding the Public Records Act	7
17.0 Indemnification and Insurance	7
18.0 SPARTA Program.....	7
19.0 Injury and Illness Prevention Program (IIPP).....	8
20.0 Background and Security Investigations.....	8
21.0 Confidentiality and Independent Contractor Status.....	8
22.0 Conflict of Interest.....	8
23.0 Determination of Proposer Responsibility.....	8
24.0 Proposer Debarment.....	10
25.0 Proposer’s Adherence to County’s Child Support Compliance Program... 	11
26.0 Gratuities	12
27.0 Notice to Proposers Regarding the County Lobbyist Ordinance	12
28.0 Federal Earned Income Credit	13

29.0	Consideration of GAIN/GROW Participants for Employment.....	13
30.0	County’s Quality Assurance Plan	13
31.0	Recycled Bond Paper	14
32.0	Safely Surrendered Baby Law.....	14
33.0	County Policy on Doing Business with Small Business	14
34.0	Jury Service Program	15
35.0	Local Small Business Enterprise Preference Program	16
36.0	Local Small Business Enterprise (SBE) Prompt Payment Program.....	16
37.0	Notification to County of Pending Acquisition/Mergers by Proposing Company.....	16
38.0	Transitional Job Opportunities Preference Program.....	17
39.0	Proposer’s Charitable Contributions Compliance	17
40.0	Defaulted Property Tax Reduction Program.....	18
41.0	Living Wage Program	19
PART B - PROPOSAL SUBMISSION REQUIREMENTS		22
42.0	County Responsibility.....	22
43.0	Truth and Accuracy of Representations	22
44.0	RFP Timetable	22
45.0	Solicitation Requirements Review.....	23
46.0	Proposer’s Questions.....	23
47.0	Submission of Application for Exemption to Living Wage Program.....	24
48.0	Proposers Conference.....	24
49.0	Preparation of the Proposal	25
50.0	Business Proposal Format.....	25
51.0	Cost Proposal Format.....	38
52.0	Proposal Submission	39
PART C – SELECTION PROCESS AND EVALUATION CRITERIA		41
53.0	Selection Process	41
54.0	Adherence to Minimum Requirements (Pass/Fail).....	43
55.0	Disqualification Review	43
56.0	Business Proposal Evaluation and Criteria (70%)	44
57.0	Cost Proposal Evaluation Criteria (30%).....	45
58.0	Labor Law/Payroll Violations	45

59.0	Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work (Section E of Proposal).....	46
60.0	Department’s Proposed Contractor Selection Review	46
61.0	County Review Panel Process	48
62.0	Notification of Award	49
63.0	Formal Approval of Contract.....	49
64.0	Selection Process Disclaimer	49
PART D – SAMPLE CONTRACT		51
PART E – EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK)		115
PART F – EXHIBIT B TO SAMPLE CONTRACT (ATTACHMENTS).....		188
PART G – REQUIRED FORMS.....		241
PART H – SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS		302

INTRODUCTION

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

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

2.0 DCFS Mission Statement

The County's Department of Children and Family Services is the County agency with the duty to establish, manage and provide a system of service which ensures the following: that children are safe from abuse, neglect and exploitation; families who provide safe environments for children are strengthened; children whose families are unable to provide a safe environment are provided temporary homes which support optimum growth and development; children in temporary homes receive safe, secure and nurturing permanent homes in a timely manner; and, youth who reach adulthood under DCFS care are provided the opportunity to succeed.

3.0 Purpose

The purpose of this Request for Proposals is to solicit proposals to provide individualized one-on-one life skills training and coaching to Transition Age Youth (TAY), who is eligible to receive services under the Chafee Foster Care Independence Act. The goal of this program is to have all Enrolled TAY in this program become Self-Sufficient when they transition to adulthood.

A contract will be awarded to the Proposer with the highest scored proposal (combined score of Business Proposal and Cost Proposal) for each region: North and South.

4.0 Overview of Solicitation Document

This Request for Proposals (RFP) is composed of the following parts:

INTRODUCTION Specifies the Proposer's minimum requirements, provides information regarding the requirements of the Contract and the solicitation process.

PART A: GENERAL INFORMATION AND REQUIREMENTS
Contains important RFP provisions and requirements.

PART B: PROPOSAL SUBMISSION REQUIREMENTS
Includes instructions to Proposers in how to prepare and submit their proposal(s).

PART C: SELECTION PROCESS AND EVALUATION PROCESS
Includes information on how the proposals will be selected and evaluated.

PART D: SAMPLE CONTRACT
Identifies the terms and conditions in the Contract.

PART E: EXHIBIT A TO SAMPLE CONTRACT - STATEMENT OF WORK
Explains in detail the required services to be performed by the Contract.

PART F: EXHIBIT B TO SAMPLE CONTRACT - ATTACHMENTS
Attachments referenced in the Sample Contract.

PART G: REQUIRED FORMS
Forms that must be completed and included in the proposal.

PART H: SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS
Contains RFP Attachments and the County's Protest Policy Transmittal Forms: 1) Transmittal Forms to Request a Solicitation Requirements Review; 2) Disqualification Review; 3) Proposed Contractor Selection Review; 4) County Review Panel; and Living Wage Exemption.

5.0 Terms and Definitions

Throughout this RFP, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in PART D, SAMPLE CONTRACTS, Section 1.0, Applicable Documents and Defined Terms, and PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK), Part A: Introduction, Section 3.0, Definitions.

6.0 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK) of this RFP are invited to submit proposal(s), provided they meet the following requirements:

- 6.1 Proposer must comply with the RFP format and requirements set forth in the PART B, PROPOSAL SUBMISSION REQUIREMENTS of this RFP when submitting its proposal.
- 6.2 Proposer must have five years experience, within the last seven years, providing training services or services equivalent or similar to the services identified in RFP, PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK).
- 6.3 Proposer must demonstrate project management experience gained during the last seven years, including experience that resulted in the successful completion of project and/or contract goals.
- 6.4 Proposer must have demonstrated experience in facilitating collaborative efforts with other public and private agencies throughout Los Angeles County, which resulted in the leveraging of resources and services to provide an integrated service delivery model for clients served.
- 6.5 Proposer and its principals must be in good standing and must not be currently debarred from receiving the award of contracts by any Federal, State or County agency unless an exception has been authorized by State and Federal regulations.
- 6.6 Proposer must attend the mandatory Proposers' Conference scheduled for December 10, 2012 from 10:30 AM to 12:30, PM PST. The conference will be held at the following location:

Department of Public Works
900 South Fremont, Conference Room A
Alhambra, CA 91803

- 6.7 Proposer must submit proposals by January 11, 2013, at 5:00 PM, PST.

PART A: GENERAL INFORMATION AND REQUIREMENTS

7.0 County's Rights and Responsibility

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf. County may, at its sole discretion, reject any or all proposals submitted in response to this solicitation. County also reserves the right to cancel this RFP, at its sole discretion, at any time prior to approval of a contract by the Board of Supervisors.

8.0 Contract Term and Program Budget

- 8.1 The term of this contract is projected to commence between July 1, 2013 and January 1, 2014 or the date of execution by the County's Board of Supervisors, whichever is later, for one year from the contract effective date, unless terminated earlier or extended, in whole or in part, as provided in PART D, SAMPLE CONTRACT.
- 8.2 The term of this contract may be extended for up to four additional one-year periods, for a total of five years, if all optional extensions are exercised, provided funding is available.
- 8.3 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date, on an automatic month-to-month basis, for a period of the time not to exceed six months. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension.
- 8.4 The annual budget for ITSP contracts is approximately \$3,000,000 to fund both contracts. Percentage allocation to North Region is 47% and 53% for the South Region. The Chafee Foster Care Independence Program (CFCIP) funds these contracts, and should the funding decreased during the term of the Contract adjustments will be made accordingly.

9.0 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the Contract.

10.0 Days of Operation

Contractor shall be required to provide Individualized Transition Skills services:

- 10.1 Monday through Friday from 8:00 AM to 5:00 PM for administrative services.
- 10.2 After 3:30 PM weekdays, but before 9 PM while school is in session, and weekends when services are provided to the TAY. When school is not in session, the hours of operation shall be 9 AM to 9 PM.
- 10.3 Contractor is not required to provide services on County-recognized holidays. The County's Program Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

11.0 Contact with County Personnel

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

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Kimberly Foster, Section Manager
E-mail Address: fosteka@dcfs.lacounty.gov

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

12.0 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

13.0 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the

goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

14.0 County Option to Reject Proposals

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

15.0 Protest Policy Review Process

Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 15.2 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

15.2 Grounds for Review

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

- Review of Solicitation Requirements (Reference Section 45.0 in the PART B, PROPOSAL SUBMISSION REQUIREMENTS.)
- Review of a Disqualified Proposal (Reference Section 55.0 Disqualification Review in PART C, SELECTION PROCESS AND EVALUATION CRITERIA.)
- Review of Department's Proposed Contractor Selection (Reference Section 60.0 in the PART C, SELECTION PROCESS AND EVALUATION CRITERIA.)

16.0 Notice to Proposers Regarding the Public Records Act

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

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

17.0 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in PART D, SAMPLE CONTRACT, Part II, Standard Terms and Conditions, Section 33.0. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in PART D, SAMPLE CONTRACT, Part I, Unique Terms and Conditions, Section 4.0.

18.0 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

19.0 Injury and Illness Prevention Program (IIPP)

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

20.0 Background and Security Investigations

Contractor shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all Contractor's staff and volunteers, prior to beginning and continuing work under any resulting Contract (see Part I, Section 6.0, Background and Security Investigations, of PART D, SAMPLE CONTRACT). The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the Contractor's staff pass or fail the background and criminal clearance investigations.

21.0 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality and Independent Contractor Status provisions contained in the PART D, SAMPLE CONTRACT.

22.0 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in PART G – REQUIRED FORM, Form 11, Certification of No Conflict of Interest.

23.0 Determination of Proposer Responsibility

A responsible Proposer is a Proposer 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 Proposers.

23.1 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any

contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- 23.2 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer 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 Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 23.3 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 23.4 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 23.5 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 23.6 Pursuant to Section 23-601.24 of the CDSS Manual of Policies and Procedures, a "Responsible Proposer" means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; 2) Has the ability to comply with the proposed delivery or performance schedule taking into consideration available expertise and any existing business commitments; 3) Has no record of unsatisfactory performance, lack of integrity or poor business ethics, and 4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

23.7 Pursuant to Section 23-601.25 of the California Department of Social Services (CDSS) Manual of Policies and Procedures, a “Responsive Proposer” means one whose proposal complies with all requirements of this RFP.

24.0 Proposer Debarment

The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer’s existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer 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 Proposer’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.

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

24.2 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer’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 Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

- 24.4 If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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 Proposer 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.
- 24.5 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer 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.
- 24.6 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.
- 24.7 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 24.8 PART H, SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS, provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

25.0 Proposer's Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply

with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

26.0 Gratuities

26.1 Attempt to Secure Favorable Treatment

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

26.2 Proposer Notification to County

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

26.3 Form of Improper Consideration

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

27.0 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each

Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in PART G – REQUIRED FORMS, Form 12, as part of their proposal.

28.0 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, PART F, EXHIBIT B TO SAMPLE CONTRACTS - ATTACHMENTS, Attachment E, of this RFP.

29.0 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in PART G – REQUIRED FORMS, Form 15, along with their proposal.

30.0 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent

with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

31.0 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in PART D, SAMPLE CONTRACT, Part II Standard Terms and Conditions, Section 49.0.

32.0 Safely Surrendered Baby Law

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

33.0 County Policy on Doing Business with Small Business

The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

- 33.1 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 35.0, Local Small Business Enterprise Preference Program, of this RFP.
- 33.2 The Jury Service provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. A further explanation of this Program is provided in Section 34.0, Jury Service Program, of this RFP.
- 33.3 The County also has a Policy on Doing Business with Small Business that is stated in PART D, SAMPLE CONTRACT.

34.0 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, PART F, EXHIBIT B TO SAMPLE CONTRACT - ATTACHMENTS, Attachment F, and the pertinent jury service provisions of PART D, SAMPLE CONTRACT, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

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

- 34.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 34.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant

in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

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

35.0 Local Small Business Enterprise Preference Program

- 35.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- 35.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration data base may qualify to request the Local SBE Preference in a solicitation.
- 35.3 Businesses must complete the Required Forms - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, PART G, REQUIRED FORMS, Form 13, with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

36.0 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

37.0 Notification to County of Pending Acquisition/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form 1 of PART G, REQUIRED FORMS, Proposer's Organization Questionnaire/Affidavit Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

38.0 Transitional Job Opportunities Preference Program

- 38.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.
- 38.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 38.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in PART G, REQUIRED FORMS, Form 25, and submit it along with all supporting documentation with their proposal.

39.0 Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, in PART H,

SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS, Appendix G. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

39.1 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, PART G, REQUIRED FORMS, Form 24. A completed Form 24 is a required part of any agreement with the County.

39.2 In PART G, REQUIRED FORMS, Form 24, prospective contractors certify either that:

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

- OR -

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

39.3 Prospective County contractors that do not complete PART G, REQUIRED FORMS, Form 24 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

40.0 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, PART H, SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS, Appendix C, and the pertinent provisions of the Sample Contract, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, PART G, REQUIRED FORMS, Form 26. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

41.0 Living Wage Program

The prospective Contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should carefully read the Living Wage Ordinance, PART H, SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS, Appendix D, and the pertinent living wage provisions of the PART D, SAMPLE CONTRACT, Part I, Unique Terms and Conditions, Section 11.0, both of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

41.1 Evaluation of Contractor's History of Labor Law/Payroll Violations In evaluating proposals, the County will review a contractor's history of labor law/payroll violations (including but not limited to violations or pending claims pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination). To facilitate this process, contractors must submit with their proposal a completed Acknowledgment and Statement of Compliance form, as set forth in PART G, REQUIRED FORMS, Form 31, and disclose on that form: 1) any determination by a public entity within three (3) years of the date of the proposal that the Firm committed a labor law/payroll violation, and 2) any pending claim which involves an incident of labor law/payroll violation occurring within three years of the date of the proposal. Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations (See PART H, SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS, Appendix F, "Guidelines for Assessment of Proposer Labor Law/Payroll Violations). "Pending

claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

- 41.2 If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, no less than **15 business days** prior to submission of the proposal, the Application for Exemption, as set forth in PART G, REQUIRED FORMS, Form 34, and include in its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets any of the exceptions to the Living Wage Program. The County's decision will be final.
- 41.3 Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions that are superseded. The Contractor is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.
- 41.4 The Living Wage Program requires Contractors and their Subcontractors to pay their full-time employees providing services to the County no less than a living wage. The County has established the Living Wage as \$11.84 per hour without health benefits, and \$9.64 per hour with health benefits. In order to qualify for paying the lower hourly Living Wage rate, the Contractor must pay at least \$2.20 per hour toward the provision of a bona fide health care benefit plan for each employee and any dependents. Each Proposer must complete the Contractor Living Wage Declaration, PART G, REQUIRED FORMS, Form 33, and submit it with the proposal.
- 41.5 The Proposer must submit with its proposal a staffing plan using the Model Contractor Staffing Plan, as set forth in PART G, REQUIRED FORMS, Form 35, using full-time employees for the Contract. The Proposer will be required to assign and use full-time employees to provide services under the Contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer desires to assign and use non-full-time employees to provide services under the Contract, the Proposer must submit to the County, along with its proposal, a written request detailing the Proposer's request

and justification, and providing all necessary documentation to substantiate the request. Based on the County's review of the Proposer's request and supporting documentation, the County shall determine, in its sole discretion, whether the Proposer may use non-full-time employees to provide services under the Contract. The County's decision will be final.

- 41.6 Throughout the term of the Contract, the Contractor and its Subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury, the hours worked, wages paid and amounts paid towards each employee's health benefits.
- At any time during the term of the Contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.
 - The Contractor will be required to place specified Living Wage posters at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.
- 41.7 The Contractor will have to demonstrate a history of business stability, integrity in employee relations and financial ability to pay the Living Wage.
- 41.8 Violations of the provisions of the Living Wage Program will subject the Contractor to withholding of monies owed the Contractor under the contract, liquidated damages, possible termination and/or debarment from future County contracts in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment, located in PART H, SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS, Appendix E.
- 41.9 Contractors that submit false information may be barred from participating in the prospective contract and future County contracts in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment, PART H, SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS, Appendix E.

PART B - PROPOSAL SUBMISSION REQUIREMENTS

This Part contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

42.0 County Responsibility

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

43.0 Truth and Accuracy of Representations

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

44.0 RFP Timetable

The following timeline represents the County's best estimate of the schedule that shall be followed in this procurement process. County reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timeline shall be provided to all Proposers who request a copy of the RFP. Please note that all times indicated are Pacific Standard Time.

- | | |
|---|--|
| ➤ Release RFP | Wednesday, November 28, 2012 |
| ➤ Written Questions Due (Proposers' Questions) | December 7, 2012, 5:00 PM |
| ➤ Proposer's Conference | December 10, 2012, 10:30 AM |
| ➤ Deadline to Submit Request for Solicitation Requirements Review | December 12, 2012, 5:00 PM |
| ➤ Submission of Application for Exemption to Living Wage Program | December 19, 2012, 5:00 PM |
| ➤ Questions and Answers Released | December 28, 2012 |
| ➤ Deadline for Proposal Submission | January 11, 2013, 5:00 PM |
| ➤ Deadline to Request Disqualification Review | January 25, 2013, 5:00 PM |
| ➤ Tentative Award Recommendation | March 7, 2013 |
| ➤ Deadline to Request Review of Proposed Contractor Selection | March 26, 2013, 5:00 PM |
| ➤ Board Hearing | Between June 11, 2013 and December 3, 2013 |

➤ Anticipated Contract Start Date

Between July 1, 2013 and January 1, 2014, or date approved by the Board of Supervisors

45.0 Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

46.0 Proposer's Questions

Proposers may submit written questions regarding this RFP by mail, fax, or e-mail to the individual identified below. All questions must be received by December 7, 2012, at 5:00 PM PST. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question.

This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer. Questions should be addressed to:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: ITSP RFP Administrator
E-mail Address: ITSPRFPadministrator@dcfs.lacounty.gov
FAX: (213) 637-2554

47.0 Submission of Application for Exemption to Living Wage Program

If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, by December 19, 2012, 5:00 P.M. PST, the Application for Exemption, as set forth in PART G, REQUIRED FORMS, Form 34, including all necessary documentation to support the claim. Proposer will be notified by December 31, 2012, of the County's decision.

48.0 Proposers Conference

A **Mandatory Proposers Conference** will be held to discuss the RFP Requirements. County staff will respond to questions from potential Proposers. If mandatory, all potential Proposers **must** attend this conference or their proposals will be rejected (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Monday, December 10, 2012
10:30 AM to 12:30 PM, PST
Department of Public Works
900 South Fremont, Conference Room A
Alhambra, CA 91803

Proposers will be required to sign in at the beginning of the conference. Questions asked during the conference shall be written down on paper provided by County, and read out loud and answered. All questions may not be answered at the conference, but will be answered in the Question and Answer document, scheduled to be released on December 28, 2012.

49.0 Preparation of the Proposal

Two separate proposals must be submitted - a business proposal and a cost proposal for each region your organization seeks to propose for. All proposals must be bound and submitted in the prescribed format. Any proposal that deviates from this format may be rejected without review at the County's sole discretion.

The proposal and copies must be securely bound in a three-ring binder or other protective covering. Proposals and copies that are paper clipped, stapled, or rubber banded may be rejected, at the County's sole discretion.

The proposal and copies' cover binders must state the title of the RFP "Individualized Transition Skills Program, #12-044, Business Proposal or Cost Proposal," the name of your organization and the region, North or South, it is submitting for.

- Original proposal and copies must be typewritten or word-processed on 8-1/2" X 11" white bond paper.
- Each page must be clearly and consecutively numbered, including all attachments.

50.0 Business Proposal Format

The content and sequence of the proposal must be as follows:

- Transmittal Letter
- Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Control Plan and Green Initiative (Section D)
- Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions to (Section E)

- Business Proposal Required Forms (Section F)
- Living Wage Compliance (Section G)
- Last Page of Business Proposal (Form 38)

50.1 Transmittal Letter

The proposal must contain a transmittal letter that is no more than three pages, single-sided, and typed/printed in Arial, 12 points that includes the following in the order listed:

- Title of RFP and date;
- The exact legal business name and legal business status (i.e., partnership, corporation, etc.) of the proposer, as indicated in Form 1, Proposer's Organization Questionnaire/Affidavit of the RFP;
- A brief introduction of the proposer and its organization;
- Proposer's address, telephone, email address and facsimile numbers and the number of years proposer has been in business under the present business name, as well as prior business names;
- The name, address, email, fax and telephone number of the person authorized to act on behalf of the proposer in connection with this RFP; and
- Must bear the signature of the individual(s) authorized to sign on behalf of the proposer (name, title and signature) which binds the applicant in a Contract. The person signing this form shall be recognized as the proposer's contact person for any communication between the County and the proposer.

50.2 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit, PART G, REQUIRED FORMS, Form 1. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

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

The Proposer shall insert applicable documents as stated in PART G, REQUIRED FORMS, Form 2, Business Structure Registration Documents; Form 3, List of Current Member of Board of Directors/Other Agencies; Form 4 Board of Director's Resolution; Form 5, Proposer's List of Business Partners or Associates, and Form 6, Proposer's Certification of Ownership and Financial Interest.

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- A. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- B. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers. Statement of Information must contain the State's seal.

Limited Partnership:

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

50.3 Table of Contents

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

50.4 Executive Summary (Section A)

Condense and highlight the contents of the Proposer's Business Proposal to provide Department of Children and Family Services with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

50.5 Proposer's Qualifications (Section B)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. Section B of your proposal shall not exceed 12 pages not including the required forms listed below. The following sections must be included:

A. Proposer's Background and Experience (Section B.1)

Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum requirement(s) stated in the INTRODUCTION, Section 6.0 of this RFP and has the capability to perform the required services as a corporation or other entity.

B. Proposer's Reference (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms - PART G, REQUIRED FORMS, Form 7, Proposer's References and Form 8, Proposer's List of Contracts.

County may disqualify a Proposer or deduct points if:

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

The Proposer must complete and include the following Required Forms:

1. Prospective Contractor References, PART G, REQUIRED FORMS, Form 7.

Proposer must provide five references where the same or similar scope of services was provided.

2. Prospective Contractor List of Contracts, PART G, REQUIRED FORMS, Form 8.

The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.

3. Prospective Contractor list of Terminated Contracts, PART G, REQUIRED FORMS, Form 9.

Listing must include contracts terminated within the past three (3) years with a reason for termination.

C. Proposer's Pending Litigation and Judgments (Section B.3)

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. Proposer must include Form 10, Proposer's Involvement in Litigation and Contract Compliance Difficulties.

50.6 Proposer's Approach to Provide Required Services (Section C)

Present a description of the methodology the Proposer will use to meet Contract work requirements. Describe in detail how the services will be performed to meet the intent of PART E, STATEMENT OF WORK and its outcomes. Proposer shall submit a general ITSP plan (model) that shall not exceed 50 written pages using 12 point, Arial, single-sided, single-spaced. The plan shall include, but not limited to:

1. Describe how your agency will recruit and hire Transition Development Specialists (TDS) that meet the education and work experience as referenced in Part A, sub-section 5.2.1 of PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK).
2. Identify the number of TDS your organization will be providing through the term of this Contract.
3. Will your staff be full-time employees, but provide part-time services to this Contract or will the staff be a full-time employees of your organization and provide full-time service to this Contract?
4. Do you plan on using part-time employees with part-time service to this Contract? If so, provide justification as required by the Living Wage ordinance. (Justification for part-time employees will also be required for Section G.)

5. What type of training will your organization provide to its employees?
6. What type of equipments will be available to the TDS?
7. How will your organization recruit TAY to participate in ITSP?
8. What methods or tools will be used to promote the program and encourage the TAY to continue and complete the two-year program?
9. Describe how Transition Development Specialists (TDS) will be selected and matched to TAY. What criteria will be used during this process?
10. Describe the rematch process when TAY re-enrolls in the program.
11. Describe your organization's general two-year ITSP plan that includes a yearly session plan curriculum and how it can be tailored to each TAY to assess his/her level of need to meet the eight Chafee Outcomes. What methods or models will be used? What type of assessment tool will be used to evaluate the needs of the TAY?
12. Describe how the issues of age-appropriate training and variances in developmental level will be addressed. How will the issues be addressed as the TAY ages or enhances his/her development level during the two year participation period?
13. What method/process will be used to motivate and encourage the caregiver to participate in the TAY's program and how it will increase the caregiver's knowledge, support and involvement in the TAY's program?
14. Describe how your organization's ITSP plan meets the ethnic, cultural, and linguistic diversities of the target population listed in PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK).
15. Describe how the safety of TAY will be ensured during sessions. What type of emergency plan/protocol will be used if accidents occur?
16. Describe how your organization's ITSP plan staff will work with the Children's Social Work and/or Deputy Probation Officer and Independent Living Program Coordinator during referrals, updates,

meetings and Transitional Independent Living Plan and Transition Age Youth Living Plan updates.

17. What guidelines will be used to ensure that Out-of-County Referred TAY are provided continuous service?
18. What guidelines will be used to ensure that TAY who are replaced are provided continuous service?
19. Describe your organization's experience in developing collaborative relationships with other agencies to help promote self-sufficiency of the TAY.
20. Describe any unique features in your ITSP plan that will enhance the Proposer's ability to provide quality services to TAY and the County.
21. How will the Proposer meet the performance outcomes listed in PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK), Performance Outcome Summary?

Individualized Transition Skills Program plan of winning proposals will be included as an exhibit to the Contract's Statement of Work.

50.7 Proposer's Quality Control Plan (Section D)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK) and its Performance Outcome Measures. Section D shall not exceed seven pages.

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any

corrective action taken.

50.8 Proposer's Green Initiatives

Present a description of proposed plan for complying with the green requirements as described in PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK) Part A, Introduction, sub-section 4.10. Describe your company's current environmental policies and practices and those proposed to be implemented.

50.9 Terms and Conditions in the Sample Contract and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions to (Section E)

- A. It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.
- B. Section E of Proposer's response must include:
1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in PART D, SAMPLE CONTRACT.
 2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK); and
 3. For each exception, the Proposer shall provide:
 - An explanation of the reason(s) for the exception;
 - The proposed alternative language; and
 - A description of the impact, if any, to the Proposer's price.
- C. Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such

exceptions.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its Exhibits and attachments at its sole discretion.

50.10 Business Proposal Required Forms (Section F)

Proposal shall include all completed, signed, and dated forms identified in PART G, REQUIRED FORMS. Forms shall be placed in the order specified in the chart below.

BUSINESS PROPOSAL REQUIRED FORMS		
		Place in Proposal Section
Form 1	Proposer's Organization Questionnaire/Affidavit	After Transmittal Letter
Form 2	Business Structure Registration Documents (Insert as Attachments)	After Form 1
Form 3	List of Current Members of Board of Directors/Other Agencies	After Form 1
Form 4	Board of Director's Resolution (Insert as Attachment if using Proposer's letterhead)	After Form 1
Form 5	Proposer's List of Business Partners or Associates	After Form 1
Form 6	Proposer's Certification of Ownership and Financial Interest	After Form 1
Form 7	Proposer's References	Section B (B.2)
Form 8	Proposer's List of Contracts	Section B (B.2)
Form 9	Prospective Contractor List of Terminated Contracts	Section B (B.2)
Form 10	Proposer's Involvement in Litigation and Contract Compliance Difficulties	Section B (B.3)
Form 11	Certification of "No Conflict of Interest"	Section F
Form 12	Familiarity of the County Lobbyist Ordinance Certification	Section F
Form 13	Local Small Business Enterprise (SBE) / Community Business Enterprise Form (CBE)	Section F
Form 14	Proposer's/Offeror's EEO Certification	Section F
Form 15	Attestation of Willingness to Consider GAIN/GROW Participation for Employment	Section F
Form 16	Jury Service Program and Application for Exception and Certification	Section F

Form 17	Organizational Chart (Insert)	Section F
Form 18	Resumes, Degrees, Licenses, Certificates of Identified Staff (Insert)	Section F
Form 19	Organizational Licenses, Permits and Certification (Insert)	Section F
Form 20	Proof of Insurability (Insert)	Section F
Form 21	Revenue Disclosure (non-public Proposer)	Section F
Form 22	List of Proposer's Commitments	Section F
Form 23	Audited Financial Statements (Insert)	Section G
Form 24	Charitable Contributions Certification	Section F
Form 25	Transitional Job Opportunities Preference Application	Section F
Form 26	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	Section F
Form 27	Contractor's Certification Of Compliance With Child, Spousal, And Family Support Orders	Section F
Form 28	Contractor's Certification Of Compliance With All Federal and State Employment Reporting Requirements	Section F
Form 29	Federal Debarment Certification	Section F
Form 30	Proposers Truth and Warranty Certification	Section F
Form 31	Living Wage Program And Contractor Non Responsibility Debarment – Acknowledgement and Statement of Compliance	Section G
Form 32	Living Wage Program And Contractor Non Responsibility Debarment – Acknowledgement and Statement of Compliance Labor/Debarment/History	Section G
Form 33	Living Wage Program – Contractor Living Wage Declaration	Section G
Form 34	Living Wage Application for Exemption	Section G
Form 35	Living Wage Model Contractor Staffing Plan	Section G
Form 36	Acknowledgement of RFP Restrictions	Section F
Form 37	Offer to Perform and Acceptance of Terms and Conditions	Section F
Form 38	Last Page of Business Proposal	After Section G

50.11 Living Wage Compliance (Section G)

The Living Wage Program requires that contractors demonstrate during both the solicitation process and for the term of their contract business stability, integrity in employee relations, and the financial ability to pay the living wage. Proposers granted a Living Wage Exemption must include their exemption approval letter (place first in Section G) and shall complete this

section.

The Living Wage Forms included in PART G, REQUIRED FORMS, should be completed, signed and included in the Business Proposal.

A. Financial Capability

Proposer shall submit the most recent audited financial statements for a fiscal period not more than 18 months old at the time of submission, as Form 23. This audit shall be performed by an independent certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the contract. These audited financial statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet (Statement of Financial Positions), Statement of Income (Statement of Operations), and the Statement of Cash Flows.

In lieu of audited financial statements, proposers shall provide copies of the company's most current and prior two (2) fiscal years (for example 2010 and 2009) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Proposers must explain the reason(s) for not providing audited financial statements. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

B. Proposer's Staffing Plan

Proposer must submit a staffing plan that is comprised of full-time employees, unless the Contractor can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, Contractor must submit written justification for the use of part-time staff, included in Section G of its proposal. A sample for the staffing plan is shown in PART G, REQUIRED FORMS, Form 35.

C. Proposer's Acknowledgement and Statement of Compliance

The Acknowledgement and Statement of Compliance, PART G,

REQUIRED FORMS, Form 31 is a statement, under penalty of perjury, that there were no past labor violations of any federal, State, County or City statutes.

Should the Contractor have violations to report, Contractor shall provide a listing of projects and a brief description of the circumstances regarding the violation(s) on PART G, REQUIRED FORMS, Form 32, Acknowledgement and Statement of Compliance Labor/ Payroll/Debarment History.

D. Contractor Living Wage Declaration

The Contractor Living Wage Declaration, PART G, REQUIRED FORMS, Form 33 is a statement that the Contractor will be paying its employees the Living Wage hourly rate. If the Contractor has received notice from the County that they are exempt from the Living Wage Program, this form should not be included.

E. Submit a copy of the health plan benefits provided for the employees. Indicate the dollar value of the health plan on an hourly basis. (If applicable)

F. Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance

Proposer is required to comply with State and Federal labor regulations and record keeping requirements. The objective of this Sub-section is to determine the appropriateness, scope, and suitability of the procedures Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that Proposer submit a detailed description of the processes, and the steps associated with those processes.

Proposers should provide additional details to ensure a clear picture of the firm's processes and controls. Proposers must answer all questions thoroughly and in the same sequence as provided below. If Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
 - a. Where do firm's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is the firm's practice/process, when does the firm consider the employees' shift to have started? At a central site or upon arrival at the work location?
 - b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.
 - c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll? **Provide a copy of these records.**
 - d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?
2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
 - a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is

provided on the check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub** (cover up or block out bank account information) that shows deduction categories.

- b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
- c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
- d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living Wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.
- e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?

51.0 Cost Proposal Format

The content and sequence of the proposal must be as follows:

- Cover Page identifying, at a minimum, the RFP and the Proposer's name.
- Forms listed below:

COST PROPOSAL REQUIRED FORMS	
Form 39	Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
Form 40	Pricing Sheet
Form 41	Sample of Line Item Budget and Narrative
Form 42	Employee Benefit Chart

52.0 Proposal Submission

The original Business Proposal and five copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**BUSINESS PROPOSAL FOR
INDIVIDUALIZED TRANSITION SKILLS PROGRAM RFP #12-044
_____ REGION**

The original Cost Proposal and five copies must be submitted in a separate sealed package, separate from the Business Proposal, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**COST PROPOSAL FOR
INDIVIDUALIZED TRANSITION SKILLS PROGRAM RFP # 12-044
_____ REGION**

The Proposals shall be delivered or mailed to:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Margaret Wong, Contract Analyst

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Section 44.0, RFP Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

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

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

PART C – SELECTION PROCESS AND EVALUATION CRITERIA

53.0 Selection Process

This section describes the selection process that will be used to determine which Proposal provides the greatest benefits to the County. The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on January 11, 2013. Please allow sufficient time to submit your proposals, including the time to locate parking, delivery your proposal(s) to the correct location; and obtain a receipt. Proposals will not be accepted after January 11, 2013, at 5:00 PM, PST.

53.1 The selection process will be conducted in four phases.

A. Phase One - Technical Review of Business Proposal and Cost Proposal: The first phase will involve a preliminary review of the Proposer's compliance with the mandatory requirements, including Proposer's eligibility and Submission Guidelines. Phase One is a PASS OR FAIL determination of:

- Proposer's adherence to Proposer's minimum qualification in PART A, Section 6.0, Proposer's Minimum Requirements;
- Proposal format instruction listed in PART B, Section 49.0, Preparation of the Proposal;
- Section 50.0, Business Proposal Format; and
- Section 51.0, Cost Proposal Format

53.1.A.1 Proposals received by January 11, 2013, at 5:00 PM, PST, will be reviewed for responsiveness and responsibility of Phase One of the selection process. Proposals received after the deadline are non-responsive and will be returned to the Proposer.

53.1.A.2 Any Proposer who submits a proposal that is incomplete and/or has incomplete or missing forms will be disqualified and their proposal will be eliminated from any further consideration.

53.1.A.3 Proposals which fail to satisfy these requirements may be eliminated from the Proposal review.

53.1.A.4 The County will notify the Proposer of a rejection/disqualification that occurs during Phase One of the review process.

53.1.A.5 Proposals that pass Phase One of the selection process will then be evaluated by an evaluation committee in Phase Two.

53.1.A.6 The County reserves the right to waive minor variances.

B. Phase Two – Business Proposal Review: The second phase is the evaluation and scored phase of the selection process of the Business Proposals. The evaluation committee(s) shall be determined by County. The evaluation committee(s) shall evaluate Proposals in accordance with the evaluation criteria outlined in this RFP. Each proposal will be read and evaluated by three separate reviewers.

53.1.B.1 A review of the Proposer's Qualifications (Section B of proposal), Approach to Providing Services (Section C of proposal), Quality Assurance Plan (Section D of proposal), Living Wage Compliance (Section G of proposal) of the Business Proposal shall be conducted.

C. Phase Three – Cost Proposal Review: The third phase consists of a review of the proposed price and line-item narrative from the Cost Proposal.

D. Phase Four – Deductions: The last phase of the selection process will be initiated if a situation is applicable. Deductions for CARD, if applicable, will be applied in Phase Two per CARD

53.1.D.1 Points will be deducted for the inability to contact proposer's reference(s), Labor Violations listed in Section 58.0, and exceptions to the Terms and Conditions of the Sample Contract as described in Section 59.0 of this RFP. Each exception listed in Section E (Acceptance/Exceptions to Terms and Conditions) of your proposal shall be reviewed to determine its impact on the proposed Contract. Deduction shall be applied to each exception submitted.

53.2 The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The evaluation committee may utilize the services of appropriate experts to assist in this evaluation.

53.3 The scores of proposals completing all four phases shall be calculated and ranked in numerical sequence in descending order. Proposals with the highest score (total points of Business and Cost Proposals minus any

deductions from Phase Four) for each region shall be tentatively awarded a contract.

53.4 After a prospective Contractor has been selected for each region, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

53.5 The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

54.0 Adherence to Minimum Requirements (Pass/Fail)

County shall review the Proposer's Organization Questionnaire/Affidavit –Form 1 of PART G, REQUIRED FORMS and determine if the Proposer meets the minimum requirements as outlined in Section 6.0 of this RFP.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

55.0 Disqualification Review

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

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

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

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's

determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

56.0 Business Proposal Evaluation and Criteria (70%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction.

56.1 Proposer's Qualifications (12 %) - Section B of Proposal

1. Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.
2. Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.
3. A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section B.3 of the proposal.

56.2 Proposer's Approach to Providing Required Services (25%) - Section C of Proposal

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section C of the proposal.

56.3 Quality Control Plan (8%) - Section D of Proposal

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall

cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Section D of the proposal.

56.4 Living Wage Compliance (25%) – Section G of Proposal

A review/evaluation will be made based on the information provided in Section G of the proposal. The review/evaluation will include:

1. Financial Capability
2. Proposer's Staffing Plan
3. Demonstrated Controls over Labor/Payroll Record Keeping
 - a. Proposer will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information provided in Section G of the proposal.
 - b. The County may conduct site visits to audit a Proposer's labor/payroll record keeping system and processes.

57.0 Cost Proposal Evaluation Criteria (30%)

The maximum number of possible points will be awarded to the lowest cost proposal for the purpose of cost calculation. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the cost component points will be determined as follows:

Local SBE Preference: Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

58.0 Labor Law/Payroll Violations

Applying criteria as established in Appendix F, PART H, SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS of this RFP, the County may

deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

59.0 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work (Section E of Proposal)

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the PART D, SAMPLE CONTRACT and the Requirements of the Statement of Work outlined in the PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK) as stated in Section E of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

Exceptions to the Living Wage Term and Condition in PART D, SAMPLE CONTRACT will not be accepted.

60.0 Department's Proposed Contractor Selection Review

Departmental Debriefing Process

60.1 Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

60.2 The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

60.3 During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed

Contractor Selection Review (see sub-paragraph 60.4 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

Proposed Contractor Selection Review

60.4 Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

- d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel (see subsection 61.0 below).

61.0 County Review Panel Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

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

1. The person or entity requesting review by a County Review Panel is a Proposer,
2. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in subsection 60.5 above.

Upon completion of the County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to the Proposer.

62.0 Notification of Award

- 62.1 All Proposers will be notified in writing of the final selection.
- 62.2 The winning Proposer shall be prepared to enter into a contract with the County, which shall be substantially the same as Part D, Sample Contract; Part E: Exhibit A to Sample Contract, Statement of Work; Part F: Exhibit B to Sample Contracts (Attachments) as included in the RFP.
- 62.3 Notwithstanding the above, County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, that do not affect the basis of the contract award.
- 62.4 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 62.5 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the proposer(s), which by law must exercise its judgment and discretion concerning the selection of proposals and the terms of any resultant contract.

63.0 Formal Approval of Contract

- 63.1 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Proposal(s) and the terms of any resultant contract, and to determine which Proposal(s) best serve(s) the interests of the County.
- 63.2 The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract that has been recommended by the Department.
- 63.3 Acceptance or recommendation of a Proposal(s) does not constitute formation of a contract. A contract can be created only by formal approval by the Board of Supervisors and executed according to law.

64.0 Selection Process Disclaimer

- 64.1 County reserves the right to waive, at its sole discretion, any inconsequential disparity or disparities in a submitted proposal.
- 64.2 The failure of a Proposer to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.

64.3 A Proposer may be disqualified if on any previous contract(s) with the County it has either: 1) defaulted on performance; or 2) failed to effectively complete performance on schedule.

PART D – SAMPLE CONTRACT

PART D – SAMPLE CONTRACT

**INDIVIDUALIZED TRANSITION SKILLS PROGRAM CONTRACT
CFDA# 93.674**

BY AND BETWEEN
COUNTY OF LOS ANGELES



AND

(CONTRACTOR'S LEGAL NAME)

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

JULY 2013 or JANUARY 2014

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDIVIDUALIZED TRANSITION SKILLS PROGRAM CONTRACT

TABLE OF CONTENTS

Section Number and Title	Page
PART I: UNIQUE TERMS AND CONDITIONS	57
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS	57
2.0 TERM	59
3.0 CONTRACT SUM.....	59
4.0 INSURANCE REQUIREMENTS	60
5.0 INVOICES AND PAYMENTS	65
6.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	68
7.0 CONFIDENTIALITY	69
8.0 CONTRACTOR’S STAFF IDENTIFICATION.....	71
9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	71
10.0 FUNDING ADJUSTMENTS AND REALLOCATIONS	72
11.0 COMPLIANCE WITH THE COUNTY’S LIVING WAGE PROGRAM	73
PART II: STANDARD TERMS AND CONDITIONS	80
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR.....	80
2.0 ADMINISTRATION OF CONTRACT – COUNTY.....	80
3.0 AMERICANS WITH DISABILITIES ACT (ADA).....	81
4.0 ASSIGNMENT AND DELEGATION.....	81
5.0 AUTHORIZATION WARRANTY	82
6.0 BUDGET REDUCTION	82
7.0 CHANGES AND AMENDMENTS.....	82
8.0 CHILD ABUSE PREVENTION REPORTING.....	83
9.0 CHILD SUPPORT COMPLIANCE PROGRAM.....	84
10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM	85
11.0 COMPLAINTS	85
12.0 COMPLIANCE WITH APPLICABLE LAWS	85
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	87
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	87
15.0 CONDUCT OF PROGRAM	88
16.0 CONFLICT OF INTEREST.....	89
17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.....	89
18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	90
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING.....	90
20.0 CONTRACTOR ALERT REPORTING DATABASE.....	90

21.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT	90
22.0	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	92
23.0	CONTRACTOR'S WORK	93
24.0	COUNTY'S QUALITY ASSURANCE PLAN	93
25.0	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	93
26.0	EMPLOYEE BENEFITS AND TAXES	94
27.0	EMPLOYMENT ELIGIBILITY VERIFICATION	94
28.0	EVENTS OF DEFAULT.....	94
29.0	FAIR LABOR STANDARDS	95
30.0	FIXED ASSETS.....	96
31.0	FORMER FOSTER YOUTH CONSIDERATION	96
32.0	GOVERNING LAW, JURISDICTION, AND VENUE	97
33.0	INDEMNIFICATION.....	97
34.0	INDEPENDENT CONTRACTOR STATUS	97
35.0	LIQUIDATED DAMAGES.....	98
36.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	99
37.0	MOST FAVORED PUBLIC ENTITY.....	99
38.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION.....	99
39.0	NON EXCLUSIVITY	101
40.0	NOTICE OF DELAYS.....	101
41.0	NOTICE OF DISPUTE	101
42.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	101
43.0	NOTICES	101
44.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	102
45.0	PROPRIETARY RIGHTS	102
46.0	PUBLIC RECORDS ACT	103
47.0	PUBLICITY.....	104
48.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	104
49.0	RECYCLED-CONTENT PAPER	107
50.0	SAFELY SURRENDERED BABY LAW	107
51.0	SHRED DOCUMENT	107
52.0	TERMINATION FOR CONTRACTOR'S DEFAULT	108
53.0	TERMINATION FOR CONVENIENCE	110
54.0	TERMINATION FOR IMPROPER CONSIDERATION	110
55.0	TERMINATION FOR INSOLVENCY	111
56.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	111
57.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS	111
58.0	USE OF FUNDS.....	112
59.0	VALIDITY	112
60.0	WAIVER	112
61.0	WARRANTY AGAINST CONTINGENT FEES.....	112

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

Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment C-2	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement
Attachment C-3	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment D	Auditor-Controller Contract Accounting and Administration Handbook
Attachment E	Internal Revenue Notice 1015
Attachment F	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment G	Safely Surrendered Baby Law Fact Sheet
Attachment H	CONTRACTOR's Administration
Attachment I	COUNTY's Administration
Attachment J	Charitable Contributions Certification
Attachment K	Confidentiality of CORI Information
Attachment L	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Attachment M	Living Wage Ordinance
Attachment N	Monthly Certification for Applicable Health Benefit Payments
Attachment O	Payroll Statement of Compliance

EXHIBIT C: COST

Exhibit C-1	Pricing Schedule
Exhibit C-2	Line Item Budget and Budget Narrative

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDIVIDUALIZED TRANSITION SKILLS SERVICES CONTRACT**

Individualized Transition Skills Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2013/2014, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective per County Code, Title 2, Chapter 2.121 to contract for Individualized Transition Skills services; and

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

WHEREAS, this Contract shall provide life skills training to Transition Age Youth to achieve self-sufficiency, pursuant to the provisions of Social Security Act Title IV-E Section 477 and State Senate Bill 654 (filed September 30, 2010); and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, and Exhibit B, Attachments A, B, C-1, C-2, C-3, D, E, F, G, H, I, J, K, L, M, N, and O, and Exhibit C, Cost set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, Exhibit B, Attachments and Exhibit C, Cost.
- 1.5 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:
- A. "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.
 - B. "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.
 - C. "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.

- D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
- E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.
- F. "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.
- G. "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.
- H. "DCFS" - means COUNTY's Department of Children and Family Services.
- I. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- J. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- K. "Maximum Contract Sum" - means the maximum amount payable under this contract, including the sum of all annual maximum contract amounts, for services rendered during the entire contract term, if the initial contract period and all options to extend the contract are exercised.
- L. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- M. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

2.0 TERM

- 2.1 The term of this Contract shall commence on _____ or the date of execution by the COUNTY's Board of Supervisors, whichever is later, and shall expire on _____ or one year from the date of execution by the COUNTY's Board of Supervisors, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 COUNTY shall have the sole option to extend the Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director and Chief Probation Officer, by written notice or amendment to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 2.5 The term of this Contract may also be extended by the Director of DCFS and the Chief Probation Officer by written notice to the CONTRACTOR prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months from the last day of the final extension, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

- 3.1 The Maximum Annual Contract Sum is \$_____ for each contract period. The Maximum Contract Sum for this Contract is \$_____ if all four options to extend are exercised. The Maximum Contract Sum is \$_____ if the six-month option to extend is exercised.
- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed-priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit C-1, Pricing Schedule, for the services set forth in Exhibit A,

Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.

- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment I, County's Administration.
- 3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit C-2, 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.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation

imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

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

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

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

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

Certificates and copies of required endorsement shall be sent to:

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

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

- 4.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- 4.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the

COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

- 4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 4.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 4.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 4.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 4.1.11 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 4.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 4.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 4.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

4.2 Insurance Coverage Requirements:

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

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

- 4.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant

to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 4.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.
- 4.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5.0 INVOICES AND PAYMENTS

- 5.1 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 compensation specified in the Exhibit C-1, Pricing Schedule, as supported by Exhibit C-2 Line Item Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 5.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) 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 (5) 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.

- 5.3 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. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 5.4 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, A-87, A-102, A-122, and A-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>
- 5.5 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 invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: _____, Program Manager

3530 Wilshire Blvd., Suite 500
Los Angeles, CA 90010

- 5.6 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.
- 5.7 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.
- 5.8 CONTRACTOR is responsible for the accuracy of 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 of any overpayments received by CONTRACTOR. 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.
- 5.9 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.
- 5.10 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY 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.
- 5.11 COUNTY and CONTRACTOR agrees that the payment rate referenced in this Contract are based on the established rate set (Exhibit C-2) by the COUNTY. During the term of this Contract, COUNTY shall compensate the CONTRACTOR for services based on the set rate for each type of service.

- 5.12 Any preparatory services rendered by the CONTRACTOR prior to receipt of referrals shall be the responsibility of the CONTRACTOR.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 6.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.
- 6.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 6.3 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.
- 6.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 6.5 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.
- 6.6 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.

7.0 CONFIDENTIALITY

- 7.1 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.
- 7.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 7.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-3, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

- 7.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 7.9 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.
- 7.10 Confidentiality Requirements for Probation
- 7.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.
- 7.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Attachment K, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

8.0 CONTRACTOR'S STAFF IDENTIFICATION

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

9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

9.2 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.

9.3 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.

9.4 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:

9.4.1 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;

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

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

9.5 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.

10.0 FUNDING ADJUSTMENTS AND REALLOCATIONS

- 10.1 If sufficient monies are available from federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, COUNTY may require additional services and pass on to CONTRACTOR an increase to the Maximum Contract Sum as payment for such services, as determined by COUNTY. If monies are reduced by federal, State, or County funding sources, COUNTY may also decrease the applicable Maximum Contract Sum as determined by COUNTY. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to CONTRACTOR. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to CONTRACTOR and to COUNTY'S Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Contract Sum, approval by COUNTY'S Board of Supervisors shall be required. Any such change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Part II, Section 7.0, Changes and Amendments.
- 10.2 COUNTY and CONTRACTOR shall review CONTRACTOR'S expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each COUNTY fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a COUNTY fiscal year, and/or at any other time or times during each COUNTY fiscal year as determined by Director. At least fifteen (15) days prior to each such review, CONTRACTOR shall provide Director with a current update of all of CONTRACTOR'S expenditures and commitments of such funds during such COUNTY fiscal year or other applicable time period.
- 10.3 If COUNTY determines from reviewing CONTRACTOR'S records of service delivery and billings to COUNTY, that a significant underutilization of funds provided under this Contract will occur over its term, Director or COUNTY'S Board of Supervisors may reduce the applicable Maximum Contract Sum for services provided hereunder and reallocate such funds to other provider. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Contract Sum. Director shall provide written notice of such reallocation to CONTRACTOR and to COUNTY'S Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by COUNTY'S Board of Supervisors. Any change in any Maximum Contract Sum shall be

effected by an amendment to this Contract pursuant to Part II, Changes and Amendments.

11.0 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled, "Living Wage Program" as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit B, Attachment M and incorporated by reference into and made a part of this Contract.

11.1 Payment of Living Wage Rates

Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below in Sub-section 11.5 of this Section:

11.1.1 Not less than \$11.84 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

11.1.2 Not less than \$9.64 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during the Contract, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

11.2 For the purposes of this Section, "Contractor" includes any Subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee"

means any individual, who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

- 11.3 If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 11.4 If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer" or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. 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 Living Wage Program's definition of "Employer" and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 11.5 For purposes of the CONTRACTOR's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between COUNTY facilities that are subject to two different contracts between the CONTRACTOR and the COUNTY (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such COUNTY facilities if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time.

11.6 CONTRACTOR's Submittal of Certified Monitoring Reports.

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the CONTRACTOR's current health care benefits plan, and the CONTRACTOR's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY (Exhibit B, Attachment N, Monthly Certification for Applicable Health Benefit Payments and Exhibit B, Attachment O, Payroll Statement of Compliance) or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, the CONTRACTOR shall promptly provide such information. The CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

11.7 CONTRACTOR's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR's Contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.

11.8 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of 24 hours' written notice, the COUNTY may audit, at the CONTRACTOR's place of business, any of the CONTRACTOR's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The

CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

11.9 Notifications to Employees

The CONTRACTOR shall place COUNTY-provided living wage posters at each of the CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. The CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. The CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

11.10 Enforcement and Remedies

If the CONTRACTOR fails to comply with the requirements of this Section, the COUNTY shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

11.10.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If the CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

11.10.1.1 Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until the CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

11.10.1.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely

difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

11.10.2 Termination. The CONTRACTOR's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

11.11 Remedies for Payment of Less Than the Required Living Wage: If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

11.11.1 Withholding Payment. If the CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

11.11.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such

breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

11.11.3 Termination. The CONTRACTOR's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

11.12 Debarment: In the event CONTRACTOR breaches a requirement of this Section, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment.

11.13 Use of Full-Time Employees

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of same. The CONTRACTOR submitted with its proposal a full-time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

11.14 CONTRACTOR Retaliation Prohibited

The CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this Section may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

11.15 CONTRACTOR Standards

During the term of the Contract, the CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the COUNTY, the CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that the CONTRACTOR is complying with this requirement.

SAMPLE

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

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

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

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

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

- 2.2 The COUNTY Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.
- 2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material

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

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in

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

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

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

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

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

7.4.4 Prior CEO and County Counsel approvals are obtained.

8.0 CHILD ABUSE PREVENTION REPORTING

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

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

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

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

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

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

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

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

11.0 COMPLAINTS

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

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

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

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

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

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

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

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

12.0 COMPLIANCE WITH APPLICABLE LAWS

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

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

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

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

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

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

have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY'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 hereto as Exhibit B, Attachment F, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

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

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

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

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

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

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply

with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

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

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

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

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

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

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

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

20.0 CONTRACTOR ALERT REPORTING DATABASE

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

- 21.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of

the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (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 the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

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

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

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

23.0 CONTRACTOR'S WORK

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

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

24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

25.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX

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

26.0 EMPLOYEE BENEFITS AND TAXES

- 26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR’s performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 27.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 27.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

- 28.1 Default for Non-Performance

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

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

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

28.2 Default for Insolvency

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

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

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 Other Events of Default

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

29.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by

the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

30.0 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.

31.0 FORMER FOSTER YOUTH CONSIDERATION

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

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

31.2 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).

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

32.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

33.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents 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 or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

34.0 INDEPENDENT CONTRACTOR STATUS

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

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

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

34.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-2, "CONTRACTOR'S

Employee Acknowledgement and Confidentiality Agreement.” The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment C-3, CONTRACTOR’s Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement.”

35.0 LIQUIDATED DAMAGES

- 35.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 35.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR’s payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. If 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-1, 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.

35.3 The action noted in Sub-section 35.2 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.

35.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 35.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

36.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

37.0 MOST FAVORED PUBLIC ENTITY

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

38.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

- 38.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 38.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 38.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 38.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 38.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 38.8 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.

39.0 NON EXCLUSIVITY

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

40.0 NOTICE OF DELAYS

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

41.0 NOTICE OF DISPUTE

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

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

43.0 NOTICES

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

44.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

45.0 PROPRIETARY RIGHTS

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

45.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

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

45.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in

Sub-Section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

45.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 45.4 for:

45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 45.3;

45.5.2 Any materials, data and information covered under Sub-section 45.2; and

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

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

45.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

45.8 The provisions of Sub-sections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Contract.

46.0 PUBLIC RECORDS ACT

46.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The

COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

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

47.0 PUBLICITY

- 47.1 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:

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

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

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

48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

- 48.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.
- 48.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 48.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 48.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon

demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

- 48.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 48.7 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, 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 materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information 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 materials and information at such other location.

49.0 RECYCLED-CONTENT PAPER

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

50.0 SAFELY SURRENDERED BABY LAW

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

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

50.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

51.0 SHRED DOCUMENT

51.1 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.

51.2 Documents for record and retention purposes in accordance with Subsection 48.1 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

52.0 TERMINATION FOR CONTRACTOR'S DEFAULT

52.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

52.1.1 CONTRACTOR has materially breached this Contract;

52.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

52.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

52.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 52.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

52.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 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 Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 52.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 52.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 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 Sub-section 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 (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 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 Part II, Indemnification.
- 52.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53.0 TERMINATION FOR CONVENIENCE

- 53.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
- 53.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 53.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 53.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 53.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

54.0 TERMINATION FOR IMPROPER CONSIDERATION

- 54.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 54.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

55.0 TERMINATION FOR INSOLVENCY

55.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

55.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

55.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

55.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
or

55.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

55.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

57.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of

this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

58.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event 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.

59.0 VALIDITY

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

60.0 WAIVER

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

61.0 WARRANTY AGAINST CONTINGENT FEES

61.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

61.2 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.

62.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

SAMPLE

**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 Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and the CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chairman, Los Angeles County
Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County Board of Supervisors

By _____

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN F. KRATTLI, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

PART E – EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK)

SAMPLE

**PART E – EXHIBIT A TO SAMPLE CONTRACT
STATEMENT OF WORK**

STATEMENT OF WORK

FOR

INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)

NOTE TO PROPOSERS: Any and all Parts of this RFP and Proposer's Proposal may become a part of any resulting Contract and Statement of Work.

**INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICES
STATEMENT OF WORK**

TABLE OF CONTENTS

<u>Section Number and Title</u>	<u>Page</u>
PART A - PREAMBLE	119
PART B – PROJECT FOUNDATION	120
1.0 BACKGROUND.....	120
2.0 DEFINITIONS	120
3.0 COUNTY PROGRAM MANAGEMENT	127
4.0 CONTRACTOR’S GENERAL RESPONSIBILITIES.....	127
5.0 CONTRACTOR’S STAFFING	128
6.0 DAYS/HOURS OF OPERATION	131
7.0 SERVICE DELIVERY LOCATION.....	132
PART C – SERVICE DESCRIPTION	133
8.0 PROGRAM GOALS.....	133
9.0 TARGET POPULATION AND PARTICIPATION REQUIREMENTS.....	133
10.0 SCOPE OF WORK.....	134
PART D - SERVICE REPORTS.....	152
11.0 ASSESSMENT REPORTS	152
12.0 MONTHLY REPORTS.....	152
13.0 QUARTERLY REPORTS	153
14.0 ANNUAL REPORTS.....	154
PART E - QUALITY ASSURANCE PLAN.....	155
15.0 CONTRACTOR’S QUALITY ASSURANCE PLAN (QAP).....	155
PART F - EVALUATION AND OUTCOME	156
16.0 EVALUATION AND OUTCOME	156
17.0 PERFORMANCE OUTCOME SUMMARY	157

SOW EXHIBITS

SOW Exhibit A-1	Performance Requirements Summary
SOW Exhibit A-2	Transitional Independent Living Plan (TILP) (1); Transition Age Youth Living Plan (TAY/LP) (2); and DCFS 5557 (3)
SOW Exhibit A-3	TAY Status Update
SOW Exhibit A-4	CONTRACTORS' ITSP Plan
SOW Exhibit A-5	Ansell-Casey Life Skills Assessment Form – YOUTH Level 4
SOW Exhibit A-6	Number of TAY to be served
SOW Exhibit A-7	Initial/Progress/Conclusion ITSP Assessment Report
SOW Exhibit A-8	User Complaint Report (UCR) Form

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 financial security of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

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

PART B – PROJECT FOUNDATION

1.0 BACKGROUND

- 1.1 The Individualized Transition Skills Program (ITSP) was derived from the enacted federal legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999). The Public Laws require that an Independent Living Program (ILP) for youth be implemented in the Child Welfare and Probation systems. These laws were titled the Foster Care Independence Act, which stipulates proactive emancipation planning for Transition Age Youth (TAY), 16-21 years old. The legislation amended the Social Security Act, Title IV-E, Section 477 [42 U.S.C. 677], and became the legal authority that governs ILP services. Senate Bill 933 (August 8, 1998) also amended the Welfare and Institutions Code (WIC), Section 10609.3, which further strengthened and supported the deployment of ILP services within the designated public agencies.
- 1.2 In 1999, the Foster Care Independence Act adopted the Chafee Foster Care Independence Program (CFCIP), through which the California Department of Social Services (CDSS) is designated to administer the ILP. County's ILP offers, through the Individualized Transition Skills Program (ITSP), services that provide TAY with life skills training, experience, and assistance to become productive and Self-Sufficient Adults.
- 1.3 On March 2, 2010, the Los Angeles County Board of Supervisors passed a motion to add Self Sufficiency as an additional Child Welfare Outcome Goal. The other five Child Welfare Outcome Goals are: 1) Improved Child Safety; 2) Decreased Timelines to Permanence; 3) Reduced Reliance of Out-of-Home Care; 4) Increased Child and Family Well-Being; and 5) Enhanced Organizational Excellence. Consequently, DCFS is moving forward to meet the needs of the families and youth served. The youth in Foster Care represent a culturally diverse group with an approximate ethnicity mix of 11% Whites, 56% Hispanics, 29% African American, 2% Asian/Pacific Islander, 0.4% American Indian, and 0.6% Filipino.

2.0 DEFINITIONS

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

- 2.1 **Ansell-Casey Life Skills Assessment (ACLSA)** – means a tool used to conduct a baseline assessment of TAY's knowledge of life skills needed to exit care and become a Self-Sufficient Adult.
- 2.2 **Caregiver/Care Provider/Relative Caregiver** – means a TAY's relative, foster parent, or legal guardian, who has the responsibility for the care, custody and welfare of the TAY.

- 2.3 **CDSS** – means the California Department of Social Services (CDSS) which is the state entity that oversees Los Angeles County Department of Children and Family Services.
- 2.4 **Children’s Social Worker (CSW)** – means Social Worker(s) employed by the Department of Children and Family Services (DCFS) with the primary responsibility of managing caseloads of children who are under the supervision and custody of DCFS.
- 2.5 **Community** – means a local site where CONTRACTOR provides ITSP services to a TAY (i.e. Transitional Resource Center (TRC), Workforce Investment Act (WIA) Center, Community College, and Public Library).
- 2.6 **Community Based Organization (CBO)** – means an organization or organized body providing social services to individuals, families, and/or communities that benefits a targeted/identified community and has a significant influence and an effective voice.
- 2.7 **Community Based Programs** – means a program within the community that provides a high quality of services and/or resources in the areas of social services, life skills to promote advocacy and self-sufficiency for High Risk Youth.
- 2.8 **County Program Manager (CPM)** – means the individual designated by the County Program Director to manage the operations of this Contract.
- 2.9 **Contractor Program Director (CPD)** – means CONTRACTOR’s officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 2.10 **Child Welfare Services/Case Management System (CWS/CMS)** – means the statewide database system used by all county Child Protective Service Agency staff to record case specific information.
- 2.11 **Day** – means a calendar day unless otherwise specified.
- 2.12 **Daily Life Skills** – means a skill set, knowledgeable or acceptable behavior that accommodates self-sufficiency daily needs of life including, but not limited to: money management, food preparation, hygiene, basic literacy and numeracy, and organizational skills resulting in Self-Sufficient.
- 2.13 **DCFS** – means the Los Angeles County Department of Children and Family Services, a Child Protective Service Agency.
- 2.14 **Deputy Probation Officer (DPO)** – means Probation Officer(s) employed by the Probation Department who manages caseloads of children under the supervision and custody of the Probation Department.

- 2.15 **Department of Public and Social Services (DPSS)** – means the Los Angeles County Public Social Services Department that provides various social services including but not limited to Medi-Cal benefits, General Relief/General Assistance, CalWorks, and food voucher/stamps.
- 2.16 **Employment Development Department (EDD)** – means “The State of California” local government branch that administers the job service, unemployment insurance, disability insurance, Workforce Investment Act, and Welfare to Work program.
- 2.17 **Experiential Learning Tool** – means a tool that reflects how TAY participating in the Individualized Transition Skills Program (ITSP) will acquire knowledge, skills and learn by doing specific tasks.
- 2.18 **Extended Foster Care (EFC)** – means a program which allows California to extend foster care up to age 20 and subject to budget appropriation by the state legislature, up to age 21 for young adults who meet the federal participation criteria for continued eligibility after age 18, including those served under a State-Tribe IV-E agreement and supervised by probation. The EFC Program allows foster youth to remain in foster care and continue to receive foster care payment benefits (AFDC-FC payments) and services beyond age 18, as long as the foster youth is meeting participation requirements, living in an approved or licensed facility, and meeting other eligibility requirements.
- 2.19 **Foster Care** – means substitute care for children placed away from their parents or guardians and for whom the State agency has placement and care responsibility as stated in the court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, residential facilities, and pre-adoptive homes.
- 2.20 **Gainful Employment** – means any full-time employment that is profitable and/or suited to the ability and potentiality of the one employed.
- 2.21 **General Relief Opportunities to Work (GROW)** – means a program structured by the DPSS to provide employment opportunities for those ages 18 through 24 years of age including TAY who are in or preparing to exit the foster/probation systems.
- 2.22 **Group Activity/Group Session** – means an opportunity for Transition Development Specialist (TDS) to host a Session with a maximum of five TAY. Each Group Activity must meet the TAY’s individual goals and/or ensure Chafee Act Outcomes. Each TAY is limited to participate in two Group Activities (unless otherwise approved by the CPM).
- 2.23 **High Risk Behavior** – means participation in activities including, but not limited to: use of illegal substances, gang activity, unprotected sexual activity, Absence without Leave (AWOL), and any other type of social and/or self-destructive behavior.

- 2.24 **Incarceration** – means confinement in a penal institution.
- 2.25 **Independent Living Program (ILP) Coordinator(s)** – means a Department of Children and Family Services and Probation Department's Youth Development Services Division staff who assist both pre-Transition and Transition Age Youth, ages 14 and over to prepare for adulthood.
- 2.26 **ILP** – means the federal legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999) requires "Independent Living Program (ILP)" in which the Individualized Transition Skills Program is administered.
- 2.27 **ILP Eligible** – means status of being qualified to receive ILP services as defined by the DCFS YDSD according to state and federal regulations/guidelines. One of the following requirements must be met:
1. Federal Eligibility -
 - A. Were/are in Foster Care at any time from their 16th to their 19th birthday;
 - B. Were/are 16 years of age up to 18 years of age and in receipt of the Kinship Guardianship Assistance Payment Program (Kin-Gap - a relative guardianship status); or
 2. State Eligibility – who entered into a Non-Related Legal Guardianship, on or after the age of eight but before 16 years of age, and receiving Permanent Placement Services.
- 2.28 **Individualized Transition Skills Program (ITSP)** – means life skills training services provided by a CONTRACTOR to assist TAY, ages 16 through 20, successfully transition out of the Foster Care system. For the purpose of this program, TAY must be referred prior to his/her 19th birthday.
- 2.29 **Kin-GAP** - is a program established by the California Department of Social Services (CDSS) and implemented effective January 1, 2000. The KIN-GAP program provides financial assistance for children who are dependents of the court and are placed in out-of-home care with relative caregivers who are granted legal guardianship when dependency court jurisdiction is terminated. Youth who reside with a relative receiving KIN-GAP are eligible for services regardless of youth's age at time of case closure
- 2.30 **Kinship Resource Center** – means Kinship Care Services' mission is to provide information, resources, services and support to Relative Caregivers and their children to enhance the family unit promoting permanency, safety and reduced reliance on detentions.
- 2.31 **Kinship TAY** – means foster youth that reside with a Relative Caregiver including those determined as Kin Gap families.

- 2.32 **Level** – means the intensity of ITSP services CONTRACTOR provides to each Enrolled TAY based on the Ansell Casey Assessment and his/her Transitional Independent Living Plan (TILP) goals.
- 2.33 **Non-Marital Child Birth** – means a child born to an unwed male or female.
- 2.34 **National Youth Transition Database (NYTD)** – means National Youth in Transition Data Base; requires States to collect and report data to Administration for Children and Families (ACF) on youth who are receiving independent living services and on the outcomes of certain youth who are in Foster Care or who aged out of Foster Care.
- 2.35 **Non-Related Legal Guardianship** - a person not biologically related to the minor child under the age of 18, who has been appointed by a judge to take care of a minor child (called a "ward") personally and/or manage that person's affairs.
- 2.36 **Outcomes** – means the success of TAY transitioning out of the system that occurred because of CONTRACTOR's delivery of services.
- 2.37 **Period** – means a twelve-month period of CONTRACTOR's ITSP delivery of services to TAY and his/her Caregiver.
- 2.38 **Permanency** – means a TAY has a safe, stable, nurturing relationship achieved through maintaining an uninterrupted living situation.
- 2.39 **Permanent Placement Services** – means the activities designed to provide an alternate, permanent family for children who, because of abuse, neglect, exploitation, or abandonment, cannot safely remain at home, and who are unlikely to return home.
- 2.40 **Permanent Relationship** – means a TAY has a relationship with one or more adults that is life long and provides for a reliable support system.
- 2.41 **Performance Targets** – means the measurable benchmarks, which guide performance toward a desirable result.
- 2.42 **Placement Type** – means the type of placement in which a TAY resides (e.g. foster home, group home).
- 2.43 **Probation** – means the County of Los Angeles Probation Department.
- 2.44 **Program Goal** –means the ultimate impact that directs and focuses the program objective to be aligned with DCFS' and Probation's mission and vision for ILP TAY.
- 2.45 **Self-Advocacy** – means the TAY's ability to intervene and/or address issues pertaining to his/her personal gain and development.

- 2.46 **Self-Sufficiency/Self-Sufficient** – means the TAY’s ability to manage personal affairs, make solid judgments, and provide for oneself (e.g. independent) and maintain Permanent relationships during his/her participation in ITSP.
- 2.47 **Self-Sufficient Adult**- means a person, age 18 or older that is able to manage his or her own personal affairs, make sound judgments, and provide for oneself.
- 2.48 **Session** – means a period of time (minimum of two hours) devoted to Individualized Transition Skills Program services provided in the home of the TAY/Caregiver or community location by CONTRACTOR’s TDS. Travel time related to curriculum such as a field trip (e.g. a one-on-one or with a TAY and Caregiver) or Group Activity/Group Session is allowed to be included in the Session. TDS must transport TAY or TAY and Caregiver to qualify to include travel time in Session for invoicing purposes.
- 2.49 **Statement of Work (SOW)** – means a document describing the requirements for the services to be provided under this Contract, the deliverables associated with these services, and the relationship between the COUNTY (DCFS and Probation) and CONTRACTOR throughout the term of the Contract.
- 2.50 **Team Decision Making (TDM) - DCFS / Multidisciplinary Team (MDT) - Probation** – means a conference held on behalf of a TAY to discuss his/her status, progress and develop or enhance goals to meet his/her needs within a specific timeframe.
- 2.51 **Transition** – means the act of changing from one state to another; the act of changing from a dependent TAY to a Self-Sufficient Adult.
- 2.52 **Transition Age Youth (TAY)** – means a Foster or Probation youth, ages 16 through 20, who is ILP Eligible and is preparing to exit or have exited the Foster Care system, including those considered out-of-county.
- 2.52.1 **Referred TAY** – means a TAY including Out-of-County TAY identified to benefit from and is eligible to receive ITSP services by the CONTRACTOR, but has not been assessed.
- 2.52.2 **Enrolled TAY**- means a TAY who is enrolled in ITSP, but has not completed more than 50% of the ITSP.
- 2.52.3 **Enrolled Out-of-County TAY** – means a TAY who is enrolled in ITSP, but his/her originating county of jurisdiction is outside of Los Angeles County, and has not completed more than 50% of the ITSP.
- 2.52.4 **Re-enrolled TAY** – means a TAY who was previously enrolled in ITSP and has been re-enrolled to finish the term remaining in the two year

ITSP. Re-enrolled TAY who completes more than 50% of the ITSP will be counted as Participated TAY for statistical purposes.

2.52.5 **Participated TAY** – means an Enrolled/Enrolled Out-of-County/Re-Enrolled TAY who completed at least 51% of the ITSP and used for purpose of Outcome Measures.

- 2.53 **Transition Age Youth Independent Living Plan (TAY/ILP)** – means a written plan to map the course of action required to assist a TAY during his/her transition to adulthood. This document is applicable to TAY that have exited care (former Foster youth) or in the Kin Gap Program.
- 2.54 **Transition Conference (TCON)** – means meeting where a transition plan for foster youth 14 and older is developed prior to the TAY emancipating or aging out of Foster Care. The plan is to be developed at the direction of the TAY and should be as detailed as the TAY decides. The TAY should be encouraged to include in this process their Caregiver, family member, mentor or other adult(s) important to the TAY.
- 2.55 **Transitional Independent Living Plan (TILP)** - means a written plan to map the course of action required to transition the TAY from Transition to independent adulthood. This document is applicable to TAY currently in Foster Care.
- 2.56 **Transitioning Out of Care** – means that the Juvenile and Dependency court has terminated court jurisdiction over TAY that received DCFS or Probation services.
- 2.57 **Transition Development Specialist (TDS)** – means a CONTRACTOR’s staff (TDS) member who provides individualized transition skills training to TAY and their Caregiver in his/her home or Community.
- 2.58 **Welfare Institution Code (WIC) 827** - means the legal code that governs rights for a TAY to have access to or receive information about his/her juvenile case files.
- 2.59 **Workforce Investment Act (WIA)** – means the “Workforce Investment Act” for which Youth Programs are prescribed to provide employment opportunities to youth 14 through 20 years old who are low income and at-risk TAY through a variety of work and continuing education services. The programs provide paid and un-paid employment, summer employment and occupational skills.
- 2.60 **Vital Documents** – means important documents that are necessary to show proof of birthplace, residency and citizenship and to be self sufficient. (e.g. Birth Certificate, Social Security Card and Identification).
- 2.61 **Youth Development Services Division (YDSD)** – means the Los Angeles County Division comprised of both DCFS and Probation staff that are

designated to develop, implement and monitor transition services for the TAY population.

3.0 COUNTY PROGRAM MANAGEMENT

The COUNTY will designate a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with Contractor Program Director (CPD).

- 3.1 CPM or designee will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 3.2 CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 3.3 CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 3.4 CPM is responsible for daily management of Contract operation and overseeing monitoring activities, as identified in the Contract, Exhibit B – Attachment I, County's Administration.
- 3.5 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and CPD, authorized representative(s) or their designated alternates.
- 3.6 CPM or designee will review and approve monthly invoices and all financial statements.
- 3.7 CPM will provide CONTRACTOR with a User Complaint Report (UCR), (SOW, Exhibit A-8) for every instance in which tasks defined in Part C, Service Description, to achieve Performance Outcome Goals of the SOW are not met.
- 3.8 The CPM or designated County staff will monitor and conduct random site visits to assess CONTRACTOR's performance in accordance to the Contract.
- 3.9 The CPM and CPD shall coordinate all Contract activities.

4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 4.1 CONTRACTOR shall maintain a designated office space, telephone, fax, and e-mail accounts for staff that will be working under this Contract, throughout the term of the Contract.
- 4.2 CONTRACTOR shall furnish all equipment, supplies and training materials necessary to perform all the services in accordance with this Statement of Work.

- 4.3 CONTRACTOR shall not schedule or conduct any meetings or negotiate any agreement on behalf of the COUNTY or DCFS.
- 4.4 CONTRACTOR shall not utilize any employee whose work has been deemed deficient and unacceptable by the CPM.
- 4.5 CONTRACTOR shall maintain communication with the ILP Coordinators (and case-carrying CSW/DPO) as long as the (Referred, Enrolled, Enrolled Out-of-County, Re-Enrolled, Participated) TAY remains in this program.
- 4.6 CONTRACTOR shall communicate with the ILP Coordinators regarding the results of any assessments (Ansell-Casey Life Skills Assessments and/or assessment tool selected by the COUNTY).
- 4.7 CONTRACTOR shall meet quarterly (or as needed) with the CPM and designated DCFS/Probation ILP personnel to review training strategies and discuss access to the Program Goals and eight Chafee outcomes as referenced in Part C, Section 8.0, Program Goals of SOW.
- 4.8 CONTRACTOR shall have a full staff by start of the third month of the Contract start date.
- 4.9 CONTRACTOR shall designate a Contractor Program Director (CPD) who is responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. CPD is identified in the Contract, as referenced in Exhibit B – Attachment H.
- 4.10 CONTRACTOR shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 4.11 CONTRACTOR shall notify CPM of CONTRACTOR’s proposed green initiative outlined in their proposal and any new green initiatives prior to the contract commencement.

5.0 CONTRACTOR’S STAFFING

CONTRACTOR shall provide a CPD, supervisory staff, additional administrative support, and clerical staff, as necessary, to ensure its success in providing the deliverables set forth in this Contract. CONTRACTOR shall do its best to hire staff that reflects the cultural diversity (approximate ethnicity mix of 11% Whites, 56% Hispanics, 29% African American, 2% Asian/Pacific Islander, 0.4% American Indian and 0.6% Filipino) of the population served for this Contract and are committed to offer uninterrupted services described in Part C of Statement of Work, to meet the needs of the TAY. CONTRACTOR shall ensure no staff perform dual roles/tasks (staffing assignments.) CONTRACTOR shall ensure any staff, who has direct physical contact with a TAY shall pass the Tuberculosis (TB) test and drug testing prior to initial contact. The following positions are essential to CONTRACTOR’s performance under this Contract:

5.1 Contractor Program Director (CPD)

- 5.1.1 CPD must have a Bachelor's degree from an accredited university, with an academic concentration in education, psychology, counseling, child development, or a closely related field and a minimum of five years experience working with the target demographic. CPD must be full-time staff dedicated to this Contract.
- 5.1.2 CPD or alternate must be available to receive telephone calls, pages, or e-mail between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on observed COUNTY holidays as referenced in Part B, sub-section 6.2 of the SOW.
- 5.1.3 Timely communication between DCFS/Probation and CONTRACTOR is necessary. CPD maintains the flow of information on management and policy changes between CONTRACTOR and DCFS/Probation, and must return the CPM's telephone calls and/or e-mail messages no later than the following business day, except on observed COUNTY holidays.
- 5.1.4 CPD or alternate shall participate in other agencies' meetings, conferences and ILP training sessions related to ITSP.
- 5.1.5 CPD staff shall meet a minimum of three times per year with relevant DCFS/Probation personnel, or their community partners and/or subcontractors, to review training strategies, discuss issues/concerns, and assess progress toward outcomes and performance targets.
- 5.1.6 CPD shall participate and ensure CONTRACTOR staff participate in a minimum of three trainings with topics that shall include, but not be limited to: (1) Mandated Reporter Training, (2) Mediation (Conflict Resolution) Skills, and (3) Education System to include Special Education, Public, Private and County Resources annually. CONTRACTOR shall provide proof/certificates of completion.
- 5.1.7 CPD shall conduct a criminal background check (live scan) including the Child Abuse Index for all staff providing in home support services or have direct contact with TAY.
- 5.1.8 CPD shall develop and implement a contingency plan to ensure continuous ITSP services to the TAY. If there is an anticipated or unanticipated disruption of services, CONTRACTOR shall provide written notification to the CPM and identified county designee. CONTRACTOR shall ensure services restart within four weeks of the disruption.
- 5.1.9 CPD shall conduct an exit meeting with the TAY, or TAY and Caregiver. This meeting will occur 60 days prior to the anticipated ITSP completion date and prepare all parties for case closure. The topics addressed should include, but not be limited to: when the final

assessment will occur, when the final incentive payment will be disbursed (if applicable), the final survey and any other topics that may arise and are TAY specific. If a TAY does not complete the ITSP for any reason, CONTRACTOR shall follow the process noted in SOW, Part C, sub-section 10.7.1.5.

5.1.10 CPD shall develop and implement a mutual agreement process to reflect their intent to address the individual needs of the Referred TAY.

5.1.10.1 This process must address how CONTRACTOR will evaluate a TDS and TAY match to ensure the quality of services is maximized. Mutual agreement shall be placed in the TAY's case file which is subject to review by the CPM or designee.

5.1.10.2 If there is a need to re-match a TDS and a TAY, CONTRACTOR shall provide written notification of the change to the CPM and designee within five calendar days of completion of the re-match.

5.2 Transition Development Specialist (TDS)

5.2.1 CONTRACTOR shall hire and maintain the appropriate number of TDSs to meet the TAY population served in ITSP. To qualify as a TDS, he/she must possess a Bachelor's degree from an accredited university, with an academic concentration in education, psychology, sociology, counseling, child development, public administration or a closely related field; minimum two years experience working with the target population with Community Based Programs in the area of self-sufficiency life skills and social services.

5.2.2 CONTRACTOR shall administer a COUNTY approved Nationally recognized life skills assessment tool (such as the Ansell Casey Life Skills Assessment (ACLSA) Form – TAY Level 4 (SOW Exhibit A-5 and also available on the Casey Programs website at the following link: www.caseylifefskills.org/pages/assess/assess_aclsa.htm) to conduct baseline assessment of the Referred TAY to determine his/her level in relation to the eight Chafee outcomes, as referenced in the Part C, sub-section 8.2 of this Statement of Work.

5.2.3 TDS shall execute individualized transition skills training in the home or Community for TAY and the Caregiver.

5.2.4 CONTRACTOR will ensure that the TDS will provide primarily in-home ITSP sessions and community based ITSP sessions (when applicable) in accordance with Part C, sub-sections 10.2 and 10.4 of the SOW for the TAY and his/her Caregiver. The TDS must have an automobile, a valid California Driver's License and current automobile insurance. The TDS shall provide transportation for the TAY (and Caregiver when available) when necessary to meet the eight Chafee outcomes.

- 5.2.5 TDS shall provide services and support to the TAY throughout the TAY's participation in ITSP. TDS shall continue to provide services and support if the TAY relocates during his/her participation in ITSP, as this continuity of support is a critical aspect of ITSP.
- 5.2.6 TDS shall maintain a caseload of up to 20 TAY at a time. Part-time TDS (if approved by the COUNTY) shall maintain a caseload of up to 10 TAY at a time.
- 5.2.6.1 For purpose of preparation time needed for this program, COUNTY may waive the caseload requirement for the first two months of the contract term.
- 5.2.6.2 CONTRACTOR shall make available the required number of TDSs to train up to the number of TAY to be served identified in SOW Exhibit A-6, by the first day of the third month of the Contract.
- 5.2.7 TDS shall use effective recruiting methods to encourage all Referred TAY or Referred TAY and Caregiver to participate in ITSP.

5.3 Bilingual Staff

CONTRACTOR shall hire a sufficient number of bilingual staff to meet the language needs of the TAY served.

6.0 DAYS/HOURS OF OPERATION

- 6.1 CONTRACTOR shall provide Individualized Transitions Skills services throughout Los Angeles County, on days and during hours that are responsive to the needs of the target population. The TDS must be available to provide services to TAY during hours that TAY is available including evenings and weekends. Services shall start after 9:00 a.m. and end before 9 p.m. The TAY's Caregiver must approve any Sessions requiring a different start or end time.
- 6.2 CPD or alternate shall be available during the COUNTY's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to COUNTY inquiries and to discuss problem areas and shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract. CONTRACTOR shall not be required to work on the following COUNTY holidays:
- New Year's Day
 - Martin Luther King's Birthday (Third Monday in January)
 - Presidents Day (Third Monday in February)
 - Memorial Day, (Last Monday in May)
 - Independence Day

- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day

6.3 CPD shall be available via telephone at a toll free number to address emergency situations during non-business hours.

7.0 SERVICE DELIVERY LOCATION

CONTRACTOR's service delivery location shall be within the region for which the ITSP Contract is awarded. Sessions located outside of its region shall require CPM approval.

7.1 Should the TAY receiving ITSP services relocate within Los Angeles County, TDS will continue to serve the needs of the TAY in his/her new location.

7.1.1 CONTRACTOR may submit a request to obtain waiver of the continuation of TDS/TAY match if relocation of TAY is not practical to continue match. CONTRACTOR shall submit this request to the CPM for review and approval.

7.2 CONTRACTOR shall provide a continuum of services to TAY that may relocate outside of Los Angeles County.

7.3 CONTRACTOR shall ensure that the service delivery is in the home of the TAY or at a community based site near their residence or in their defined Community.

7.4 CONTRACTOR shall use community based sites for Group Activity (e.g. Independent City, employment workshops, financial aid workshops) for TAY and their Caregivers. A Group Activity shall be limited to a maximum of five TAY. However, the TAY shall not participate in more than two Group Activities during his/her participation in ITSP. The Group Activities shall assist in meeting the individual ITSP goals for each TAY, as well as ensure Chafee Outcomes.

PART C – SERVICE DESCRIPTION

8.0 PROGRAM GOALS

The goal of the Individualized Transition Skills Program contract is to enhance the Daily Life Skills to promote Self-Sufficiency of a TAY.

8.1 ITSP TAY have knowledge of how to access information via training, workshops and/or activities related to the program goals: (1) Educational Attainment; (2) Post Graduation and Linkage; (3) No Barriers to Self Sufficiency; (4) Possessing of Daily Life Skills; (5) Self Advocacy Skills; (6) Health Information, Prevention and Insurance; (7) Applying for and receiving Social Services or other Financial Assistance; (8) Permanent Relationship/Connection; (9) Prepare for Gainful Employment; and (10) Safe and Affordable Housing.

8.2 The ITSP goals are consistent with the requirements created to fulfill the Foster Care Independence Act (Chafee Act) requirements and the eight Chafee Outcome Measures: 1) Receiving High School Diploma; 2) Educational attainment; 3) Employment; 4) Avoidance of dependency; 5) Homelessness; 6) Nonmarital childbirth; 7) Incarceration; and 8) High-risk behaviors.

9.0 TARGET POPULATION AND PARTICIPATION REQUIREMENTS

9.1 ITSP will serve all TAY referred by the COUNTY.

9.1.1 The ITSP services provided by the CONTRACTOR are meant to focus on TAY; however, his/her Caregiver should participate in the program, but will not be mandated to participate.

9.2 TAY enrolled in ITSP shall participate on a voluntary basis for 24 consecutive months.

9.2.1 A TAY who exits the ITSP prior to the 24th month may request to re-enroll in ITSP, but is only eligible to receive services for the remaining months in his/her original ITSP plan, if approved.

9.3 Number of Referrals and TAY to be Served

9.3.1 CONTRACTOR agrees to accept all referrals and understands that the number of TAY referred and to be served may vary from month to month. The COUNTY does not guarantee a minimum number of TAY to be served per month or contract period. CONTRACTOR shall be able to provide services to the number of TAY specified in SOW Exhibit A-6 per month for the ITSP.

10.0 SCOPE OF WORK

10.1 SUMMARY

- 10.1.1 CONTRACTOR shall manage and operate ITSP that will provide training, guidance, and assistance to TAY to achieve Self-Sufficiency. The CONTRACTOR's program plan shall enable TAY to receive in-home (or community based) services. The services shall address the needs of the TAY. Additionally, the in-home trainings and/or applicable community based trainings should involve the TAY's Caregiver.
- 10.1.2 The CONTRACTOR's program plan and activities shall include the TAY, and the Caregiver whenever possible. Program plan shall include, but not limited to all ten Program Goals as referenced in Part C of the SOW.
- 10.1.3 CONTRACTOR shall develop and implement a general two-year ITSP model plan aimed to achieve the program goals and outcomes as outlined in Part C, Section 8.0 and sub-section 10.4, and Part F, 17.0 of the SOW. This plan shall address the three levels of needs listed in sub-section 10.1.3.1, and shall include use of the TILP or TAY/LP and the COUNTY approved life skills assessment tool. Upon the receipt of the assessment results, CONTRACTOR shall personalize the general ITSP plan for each TAY based on the assessed level.
- 10.1.3.1 Level of needs is defined as follows: Level 1 means the TAY has been assessed to possess self sufficiency skills requiring four hours of ITSP services per month. Level 2 means the TAY has been assessed and would benefit from four and a half hours of ITSP services per month. Level 3 means the TAY would benefit from five hours of ITSP services per month.
- 10.1.4 CONTRACTOR's two-year ITSP plan shall be designed to ensure that each TAY receives the required amount of hours a month for his/her assessed level.
- 10.1.4.1 CONTRACTOR shall provide a minimum of two Sessions per month for each TAY, for a minimum of 24 Sessions per Period.
- 10.1.4.2 Each ITSP Session shall address at least one of the Chafee outcomes. ITSP will address and meet the individualized needs as defined by the eight Chafee Outcomes referenced in Part C, sub-section 8.2. The CONTRACTOR may use the goals indicated in the TILP

or TAY/LP as a reference to guide them in meeting the TAY's individualized needs.

10.1.5 The TDS shall complete a quarterly assessment/evaluation (Part D, Section 13.0 of SOW) of the program progress of each TAY to determine the effectiveness of the program.

10.1.6 CONTRACTOR shall submit a request for review and approval to the CPM prior to providing service delivery over the required hours per assessed level.

10.1.6.1 CONTRACTOR shall submit request to CPM during month 18 of plan.

10.1.7 The request shall include supporting documentation of each TAY's individual needs, goals with potential timelines for ITSP completion for review. The CPM or designee will provide a response within three business days of receipt of this request. An approved extension shall not exceed eight additional Sessions for a total of 12 hours, unless approved and communicated by the CPM.

10.1.7.1 If request for additional service delivery is authorized, the agreed number of additional Sessions must be completed by the end of the 24th month.

10.1.8 CONTRACTOR shall acquire and maintain full signatures and dates from all TAY participants and their Caregivers for all ITSP services rendered during Sessions.

10.1.8.1 These documents will be provided to the CPM or County designee curing technical review and/or upon request.

10.2 ITSP PROMOTION AND LINKAGE

10.2.1 CONTRACTOR shall promote the Individualized Transition Skills services within Los Angeles County.

10.2.2 Deliverable 1

CONTRACTOR shall motivate both the TAY and the Caregiver to participate in ITSP by referencing their TILP or TAY/LP goals and discuss applicable topics with them indicating how their ITSP involvement will assist them in becoming Self-Sufficient as it pertains to the eight Chafee outcomes. Topics to be discussed include, but are not limited to: (1) educational attainment (including post secondary education); (2) acquiring employment opportunities (3) obtaining/maintaining an appropriate housing plan and (4) demonstrate knowledge of how to obtain his/her important/vital documents to ultimately assist in their transition to self sufficiency.

10.2.3 Deliverable 2

CONTRACTOR shall identify and develop connections, partnerships and/or relations to promote linkages to public and private resources that may enhance the TAY's strengths and address their challenges. This shall include, but is not limited to, Los Angeles County DCFS and Probation regional offices, Los Angeles County departments such as the Department of Mental Health, the Department of Public Social Services; Work Source Centers One-Stop Centers, and state entities/partners such as the Regional Centers, the Department of Rehabilitation, the Employment Development Department, applicable Community Based Organizations and available tutoring services.

10.3 REFERRALS

10.3.1 In-County Referrals

10.3.1.1 COUNTY case carrying CSW or Probation Liaison will forward the required referral documents: (1) Transition Independent Living Plan (TILP) for TAY with an open services case or Transition Age Youth/Living Plan (TAY/LP) for TAY with a closed case such as former foster/probation youth or Kin-GAP TAY and (2) the DCFS 5557 (SOW, Exhibit A-2) to DCFS/ Probation ILP Coordinators who will refer TAY, to CONTRACTOR for services. These forms and any other forms referenced in this SOW are subject to change at the sole discretion of the COUNTY.

10.3.1.2 The ILP Coordinators shall make all referrals to CONTRACTOR via fax, email or mail.

10.3.1.3 Referrals must include either a TILP and DCFS 5557 or a TAY/LP and DCFS 5557. CONTRACTOR shall return any referrals without the required documents to the ILP Coordinator within one business day after discrepancy was identified.

10.3.1.3.1 CONTRACTOR shall provide services to the Referred TAY after upon receipt of the TILP or TAY/LP, and DCFS 5557.

10.3.1.3.2 CONTRACTOR shall start Sessions no later than by first day of the third month of the Contract start date.

10.3.2 Processing In-County Referrals

10.3.2.1 CONTRACTOR shall complete Deliverables 1 through 5 within five business days of receipt of the referral.

10.3.2.1.1 Deliverable 1

CONTRACTOR shall acknowledge receipt of the referral by submitting a TAY Status Update (SOW, Exhibit A-3) via fax to the referring ILP Coordinator/Probation Liaison.

10.3.2.1.2 Deliverable 2

CONTRACTOR shall match/assign a TDS to the Referred TAY.

- If TAY is re-enrolling in ITSP, CONTRACTOR shall re-match the Re-enrolled TAY with his/her original TDS before matching/assigning a new TDS.
- CONTRACTOR shall match/assign TDS to TAY by geographical location of the TAY.

10.3.2.1.3 Deliverable 3

TDS shall contact the TAY and his/her Caregiver immediately upon receipt of the referral to share his/her role and schedule a date and time for the assessment (COUNTY approved life skills assessment) to occur.

10.3.2.1.4 Deliverable 4

TDS shall use an agreement form, developed by the CONTRACTOR, signed by the TAY or TAY and Caregiver stating their willingness to participate in ITSP. Agreement shall be maintained in the TAY's ITSP case file maintained by the CONTRACTOR.

10.3.2.1.5 Deliverable 5

TDS shall administer the applicable assessment tool as referenced in sub-section 10.4.2 below to Referred TAY.

10.3.3 Out-of-County Referrals

10.3.3.1 CONTRACTOR shall ensure that ITSP services (i.e. core services) are provided to all Out-of-County TAY via Los Angeles County Out-of-County Coordinator. Each Enrolled Out-of-County TAY shall receive ITSP services up until they terminate from placement or return to the county of jurisdiction.

10.3.3.1.1 CONTRACTOR shall implement an ITSP curriculum for the Enrolled Out-of-County TAY based on the individualized goals of the TAY's

TILP, which will originate from the county of jurisdiction.

10.3.3.1.2 Referrals not received via the Out-of-County Coordinator will not be claimable.

10.3.3.1.3 CONTRACTOR will not be penalized for failing to implement a two-year ITSP curriculum for an Enrolled Out-of-County TAY who reunifies from care prior to meeting the two-year curriculum goal.

10.3.3.1.4 All required reporting and correspondence will be directed to the Out-of-County Coordinator.

10.4 PROGRAM DELIVERABLES

10.4.1 Service Delivery for ITSP shall assist TAY in becoming Self-Sufficient Adults. However, TAY often exit care with lack of knowledge and ability to do so. The program deliverables below will assist the TAY with the support and knowledge needed to transition to becoming Self-Sufficient Adults. He/she will know how to meet their educational goal, meet their employment goals, secure and maintain appropriate housing and acquire his/her vital documents. These aforementioned self sufficiency areas and the following service deliveries will assist TAY in becoming Self-Sufficient Adults.

10.4.1.1 The ITSP services provided by CONTRACTOR are meant to focus on TAY to enhance his/her ability to become Self-Sufficient.

10.4.1.2 CONTRACTOR shall develop an ITSP Session sign-in log to take every Session. The TAY, Caregiver and the TDS shall sign and date Session sign-in log for each Session. The Session sign-in logs shall be submitted to the CPM on a weekly basis.

10.4.2 Life Skills Assessment

CONTRACTOR shall use a COUNTY approved Nationally recognized life skill assessment tool such as the Ansell-Casey Life Skills Assessment Form –TAY Level 4 (SOW Exhibit A-5 and also available on the Casey Family Programs' website at the following link: www.caseylifeskills.org/pages/assess/assess_aclsa.htm) to conduct a baseline assessment (initial life skills assessment) of the Referred TAY to determine his/her level in relation to the eight Chafee outcomes as referenced in sub-section 10.4.3 below. COUNTY, at its sole discretion, may request CONTRACTOR to utilize a different life skills assessment tool, if the current COUNTY approved life skills

assessment tool has been determined to be insufficient at any time throughout the term of the Contract.

10.4.2.1 Deliverable 1

CONTRACTOR shall administer a COUNTY approved life skills assessment to the Referred TAY for ITSP to determine his/her ITSP level to initiate services as referenced in Part C, sub-section 10.4.3, of the SOW.

10.4.2.2 Deliverable 2

CONTRACTOR shall re-administer the life skills assessment at the beginning of the TAY's participation in ITSP and every six months to determine his/her ITSP progress and may use the TAY's score as evidence to support issuance of incentive payments as referenced in Part C, sub-section 10.5 Individualized Transition Skills Program Participant Incentives. CONTRACTOR shall administer a total of five life skills assessments for each TAY completing ITSP.

10.4.3 ITSP Program Plan and Chafee Outcomes

CONTRACTOR shall provide a program plan (e.g. an Experiential Learning Tool) to meet the ten program goals and the eight Chafee Act outcomes. CONTRACTOR shall provide ITSP services up to the maximum number of TAY served for ITSP referenced per month in SOW Exhibit A-6. COUNTY does not guarantee that the number of TAY requiring services will be the number of ITSP TAY identified in SOW Exhibit A-6 per month. The number of TAY requiring services may vary on a month-to-month basis due to ILP eligibility for referrals and TAY participation. Program plan shall include:

10.4.3.1 Receiving a High School Diploma

CONTRACTOR shall ensure the TAY will receive services, including tutoring referrals that will result in TAY receiving his/her High School Diploma.

10.4.3.1.1 Deliverable 1

TDS shall provide educational mentoring including consistent review of academic records to determine if TAY is making progress to pass the California High School Exit Exam (CAHSEE) and/or acquire a High School Diploma, General Education Diploma (GED) or a California High School Proficiency Certificate.

10.4.3.1.2 Deliverable 2

TDS shall meet with the TAY and Caregiver to ensure he/she is timely enrolled in classes to graduate as required by their respective school

district, and provide assistance to ensure he/she is knowledgeable of and/or enrolled in classes that meet the A-G requirements (A. History/Social Science – 2 years; B. English 4 years required; C. Mathematics – 3 years required, 4 years recommended); D. Laboratory Science-2 years required, 3 years recommended); E. Language Other than English (Foreign Language) – 2 years required, 3 years recommended (two years of the same language); F. Visual & Performing Arts – 1 year required; G. College Preparatory Electives – 1 year required) necessary to pursue a post secondary education.

10.4.3.1.3 Deliverable 3

TDS shall ensure TAY or TAY and Caregiver meets with the High School Counselor, Career Counselor and/or Foster Youth Educational Liaison as needed.

10.4.3.1.4 Deliverable 4

TDS shall provide resources to TAY, or TAY and Caregiver including, but not limited to: improving study skills, educational and tutoring referrals and other relevant educational enhancement services.

10.4.3.1.5 Deliverable 5

TDS shall provide academic resources to TAY or TAY and Caregiver that can support the TAY's educational (TILP or TAY/LP) goals.

10.4.3.1.6 Deliverable 6

TDS may attend meetings (e.g. TILP, Transition Conference, Team Decision Making (TDM), 90-Day TILP) that address the academic needs of the TAY.

10.4.3.1.7 Deliverable 7

TDS shall ensure the TAY has basic knowledge of computer use including Microsoft Suite (Word, Excel, Power Point and Access) and internet research ability.

10.4.3.1.8 Deliverable 8

TDS shall ensure TAY or TAY and Caregiver are aware of resources including, but not limited to: the YDS website: <http://www.ilponline.org> (Education Section), <http://www.Careerzone.com> and The ABC's of Transition and the Independent

10.4.3.2 Continuing Education Attainment

CONTRACTOR shall ensure the TAY will receive information that will assist in his/her continuing education.

10.4.3.2.1 Deliverable 1

The program plan shall illustrate how the TDS will provide assistance to TAY and Caregiver in understanding all his/her options for graduation including community college, a 4-year college/university and vocational/education or training.

10.4.3.2.2 Deliverable 2

TDS shall provide TAY and Caregiver with assistance in completing the enrollment process including admission applications, Equal Opportunity Program/Equal Opportunity Program Services (EOP/EOPS) applications, Financial Aid Applications, Scholarship/Sponsorship Applications, Educational/vocational grants, Cal Grants, Chafee Educational Vouchers, upon exiting care Guardian Scholars (or applicable program) applications and campus housing applications (if post secondary education is desired).

10.4.3.2.3 Deliverable 3

TDS shall refer TAY and Caregiver to financial aid workshops at a local community site when necessary.

10.4.3.3 Avoiding Non-Marital Child Birth

CONTRACTOR shall ensure the TAY receives vital information that will result in him/her avoiding Non-Marital Child Birth.

10.4.3.3.1 Deliverable 1

TDS shall provide educational information pertaining to dating; Non-Marital Child Birth prevention, parenting (when applicable), planned parenthood/contraception, safe sex and sexually transmitted diseases (STDs).

10.4.3.4 Avoiding High Risk Behavior

CONTRACTOR shall inform TAY of what High Risk Behaviors are and provide strategies on how he/she can avoid High Risk Behaviors.

10.4.3.4.1 Deliverable 1

TDS shall educate/advise the TAY or TAY and Caregiver of High Risk Behaviors including, but not limited to: violence, gang activity, alcohol/substance abuse, unhealthy eating/diet, domestic violence, lack of respect for authority/law enforcement and criminal/self destructive behaviors/activities resulting in legal ramifications.

10.4.3.4.2 Deliverable 2

TDS shall distribute resources and/or make referrals such as mental health counseling or an after-school or gang prevention program to prevent or re-direct high-risk behavior.

10.4.3.5 Avoiding Incarcerations

CONTRACTOR shall provide TAY strategies on how to avoid Incarceration.

10.4.3.5.1 Deliverable 1

TDS shall inform TAY or TAY and Caregiver of various ways to avoid Incarcerations.

10.4.3.5.2 Deliverable 2

TDS shall educate TAY or TAY and Caregiver on ways to prevent any involvement or contact with the criminal justice system that is negative. The topics should include, but is not limited to: avoiding gang affiliation, citations, tickets, fines or warrants (Metropolitan Transit Authority (MTA) or criminal), fraudulent activity (i.e. identity theft and bad check writing), vandalism and assault.

10.4.3.5.3 Deliverable 3

TDS shall provide TAY information on how to seal a juvenile court record (if necessary).

10.4.3.5.4 Deliverable 4

TDS shall share information with TAY or TAY and Caregiver on how to acquire legal assistance via Public Counsel, Alliance for Children's Rights and other No/Low Cost Legal Consultation/Assistance agency.

10.4.3.5.5 Deliverable 5

TDS shall ensure the TAY knows how to access all important documents from DCFS/Probation

departments, including proof of county dependency prior to exiting care.

10.4.3.6 Gaining Employment

The Workforce Investment Act (WIA) of 1998 requires employment programs (WIAs) to provide services to eligible youth (low income, foster children, pregnant and parenting teens) ages 14 through 20 years of age that include employment services. The goal of the WIA is for participants to receive education and employment services resulting in successful trainings and supportive services resulting in their workforce readiness and leadership development.

As a result, of the exelling rate of unemployment it is essential that each TAY is prepared for the workplace. CONTRACTOR shall prepare each TAY for Gainful Employment.

10.4.3.6.1 Deliverable 1

TDS shall link TAY to local employers to ensure exploration of career options, on-the-job training programs, including participation in job tours/shadowing, volunteer and/or internship opportunities.

10.4.3.6.2 Deliverable 2

TDS shall register/link TAY at local WIA employment/training service centers such as: Employment Development Department (EDD), WorkSource, One Stop Centers, CalJobs, DPSS GROW (if eligible) in their respective communities. CONTRACTOR shall provide proof of registration for each Enrolled TAY.

10.4.3.6.3 Deliverable 3

TDS shall assist the TAY in completing an assessment to determine his/her skill/occupational levels and interest such as <http://www.careerzone.com>.

10.4.3.6.4 Deliverable 4

TDS shall assist the TAY to develop strategies to meet their employment goal.

10.4.3.6.5 Deliverable 5

TDS shall provide the TAY with employment preparation services including, but not limited to: resume writing, completing an employment

application, securing potential job leads, interviewing techniques/skills, be work ready, explore career options, strategies for seeking and retaining employment.

10.4.3.6.6 Deliverable 6

TDS shall inform/describe to TAY the basic pre-employment skills such as dressing appropriately for an interview and in the workplace, and Job Guidance including, but not limited to: the importance of time management and displaying a positive attitude daily.

10.4.3.6.7 Deliverable 7

TDS shall assist TAY in acquiring and/or retaining employment for a minimum of two months (e.g. summer employment (when available), with the ability to use as a reference and serve as sufficient work experience resulting in Gainful Employment.

10.4.3.6.8 Deliverable 8

TDS shall provide the TAY with examples of how to read and understand a check stub including hours worked/paid, tax deductions, health benefit cost and the difference in gross and net income.

10.4.3.6.9 Deliverable 9

TDS shall inform the TAY or TAY and Caregiver of community occupational/vocational programs such as Job Corps, Conservation Corps, non-profit organizations and internet resources including, but not limited to: the YDS website: <http://www.ilponline.org> (Career/Job Section), <http://www.careerzone.com> and the ABC's of Transition and the Independent Living Program Manual at (www.publiccounsel.org).

10.4.3.6.10 Deliverable 10

CONTRACTOR shall provide resources available from Legal Aid Foundation of Los Angeles and the State Labor Commission regarding the rights of employees in the workplace to be free from discrimination in hiring and for fair wages and pay for overtime.

10.4.3.6.11 Deliverable 11

CONTRACTOR shall inform the TAY of County and City processes for employment and assist

TAY in applying for civil service positions (examinations) in relation to the COUNTY goal four county departments to hire current and former foster youth.

10.4.3.7 Attaining Self-Sufficiency

CONTRACTOR shall provide services to TAY with specific information and training regarding Daily Life Skills including, but not limited to: personal maintenance and personal responsibility to result in their success as Self-Sufficient Adults.

10.4.3.7.1 Deliverable 1

CONTRACTOR shall include activities that enable the TAY to build self confidence and enhance self-esteem.

10.4.3.7.2 Deliverable 2

TDS shall ensure the TAY will be knowledgeable of Daily Life Skills including, but not limited to: Self-Advocacy, problem solving, conflict-resolution, social skills, interpersonal skills, coping skills, survival skills and networking.

10.4.3.7.3 Deliverable 3

TDS shall provide the TAY with information and in-home/community based training on Daily Life Skills including, but not limited to: financial management/budgeting including paying and disputing bills; establishing and maintaining a personal savings and checking account; how to purchase groceries; how to prepare meals; how to clean and maintain a household; knowledge regarding consumer rights and resources; how to address landlord/tenant and/or property ownership issues; how to use public transportation, how to purchase an automobile; addressing tickets and/or fines; have knowledge of how to protect/avoid/resolve identity theft issues; possess basic computer/internet skills; and have knowledge about consumer rights and resources.

10.4.3.7.4 Deliverable 4

TDS shall ensure the TAY or TAY and Caregiver will obtain or receive information on how to access his/her vital/important documents such as Birth Certificate; Social Security Card; immunizations records; medical records; health and education passport; Social Security Income (SSI) card;

California Identification/Driver's License; acquiring or proof of citizenship or residency; and proof of dependency status.

10.4.3.7.5 Deliverable 5

TDS shall ensure the TAY has knowledge of procedures for requesting and reviewing documents such as court reports under WIC 827.

10.4.3.7.6 Deliverable 6

TDS shall ensure the TAY receives information regarding health and mental health services/resources including, but not limited to: counseling, Medi-Cal, the re-application/extension/replacement process and accessing specialized medical services.

10.4.3.7.7 Deliverable 7

TDS shall assist the TAY in understanding what is necessary to retain health care, including Medi-Cal, ensure he/she receives information specifically related to his/her medical needs and how to meet them.

10.4.3.7.8 Deliverable 8

TDS shall ensure the TAY has knowledge of how to access any and all social service departments such as DPSS and other sources of support including but not limited to Social Security Income (SSI), CalWorks, General Relief (GR)/General Assistance, Temporary Assistance for Needy Families (TANF), Food Stamps and Child Support.

10.4.3.7.9 Deliverable 9

TDS shall ensure the TAY has information about all available ILP services, how to access ILP services, including completion of a detailed virtual tour of the official the Los Angeles County's YDS website: <http://www.ilponline.org>.

10.4.3.7.10 Deliverable 10

TDS shall ensure the TAY is scheduled to visit the local Transition Resource Center (TRC) within 30 days of their 18th birthday or within 90 days of their dependency case closure to meet with a DCFS/Probation ILP Coordinator/staff and acquire the contact information for future services. CONTRACTOR shall only use other service sites

that are approved by the ILP Coordinator or the CPM.

10.4.3.7.11 Deliverable 11

TDS shall also ensure that the Kinship TAY or Kinship TAY and Caregiver visits and/or receives information about a DCFS Kinship Resource Center www.lacdcfs.org and the resources available (a visit is required if it is logistically feasible).

10.4.3.7.12 Deliverable 12

TDS shall also refer the TAY and/or the Caregiver to various CBOs that provide services that may benefit their well being and assist in their transition to self sufficiency (e.g. State Department of Rehabilitation).

10.4.3.7.13 Deliverable 13

TDS shall assist the TAY to establish at least one permanent relationship with a family member/members who is supportive, and/or family finding is being conducted to locate appropriate family members, and/or CONTRACTOR shall assist TAY in establishing one or more relationships with an adult that will provide assistance, advice, and support in both good and difficult times during their transition from care to self sufficiency (if desired).

10.4.3.8 Avoiding Homelessness

CONTRACTOR shall ensure the TAY is knowledgeable of how to avoid homelessness and acquire permanent housing.

10.4.3.8.1 Deliverable 1

The TDS shall inform the TAY of what safe, affordable housing is, how to acquire safe and affordable housing and/or transition into safe or affordable housing when they exit care.

10.4.3.8.2 Deliverable 2

TDS shall provide the TAY with tools/resources such as 211 and <http://www.ilponline.org> as well as complete exercises via <http://www.careerzone.com> that will result in his/her awareness of how to avoid homelessness.

10.4.3.8.3 Deliverable 3

TDS shall assist the TAY with a housing plan and secure stable housing including Extended Foster Care when appropriate.

10.4.3.8.4 Deliverable 4

TDS shall provide information to the TAY or TAY and Caregiver including, but not limited to: how to acquire housing, retain housing, paying rent/bills, resolve landlord-tenant issues, budgeting, and other local, state, transitional housing and federal housing programs, prior to their dependency case closing.

10.4.3.8.5 Deliverable 5

TDS shall inform the TAY or TAY and Caregiver of the importance in participating in the 90-Day Transition Planning Conference where TAY can be assessed for appropriate housing referrals (e.g. transitional housing, mental health). TDS shall participate in the 90-Day Transition Planning Conference.

10.5 ITSP PARTICIPANT'S INCENTIVES

10.5.1 CONTRACTOR shall ensure each TAY who participates in ITSP receives payment incentives based on his/her progress in meeting his/her ITSP goals as referenced in sub-section 10.5.1.1 and 10.5.1.2 below.

10.5.1.1 Deliverable 1

CONTRACTOR shall provide the TAY with four monetary incentives of \$75 each to reward the TAY every six months. One \$75 incentive payment shall be awarded every six months. Incentives are to be disbursed when TAY achieves an ITSP goal anytime within a six month period, as defined in the SOW, Part C, Section 8.0 Program Goals. The ITSP goals developed for each TAY shall focus on the following self sufficiency areas: (1) educational goal; (2) acquire and/or an employment opportunity including an internship or volunteer opportunity; (3) obtain/maintain appropriate housing (plan) and (4) demonstrate the knowledge of how to obtain his/her important/vital documents such as a birth certificate, social security card and California ID/Driver License; proof of citizenship; academic records. Proof of relevant documentation and incentive distribution shall be maintained in the ITSP files for each TAY.

10.5.1.1.1 The disbursement of the incentives must be documented including proof of receipt by TAY to

include the following identifying information for each TAY paid the incentive: full name of the TAY, date of birth, TAY's signature, the case number, case-carrying CSW/DPO and ILP Coordinator. CONTRACTOR shall maintain a log of all such incentive payments.

10.5.1.2 Deliverable 2

CONTRACTOR shall submit a request to the CPM if any other individualized goals other than those noted above are identified. The CPM will provide a decision to the CONTRACTOR approving or denying the request within five business days.

10.6 TILP OR TAY/LP UPDATES

10.6.1 The TILP or TAY/LP shall be updated by DCFS case carrying CSW and/or Probation support staff every six months for all Foster/Probation TAY.

10.6.1.1 Deliverable 1

CONTRACTOR shall contact the ILP Coordinator 30 days prior to the next scheduled TILP or TAY/LP date to request a current TILP or TAY/LP for each Enrolled TAY. CONTRACTOR shall contact the ILP Coordinator to request the assigned CSW/DPO to conduct the TILP or TAY/LP update meeting. The meeting shall include CSW/DPO, TAY, Caregiver and TDS.

10.7 TAY STATUS UPDATE

10.7.1 CONTRACTOR shall prepare TAY Status Update (SOW Exhibit A-3) for each TAY referred. Each sheet in the log shall have the following identifying information for each of the program participants: first and last name of the TAY, date of birth, the State number, Placement Type, TDS Name, Assessment Date, and DCFS/Probation ILP Coordinator.

10.7.1.1 Initial Documentation

CONTRACTOR shall provide TAY Status Update within five business days to the ILP Coordinator to confirm receipt of the referral(s).

10.7.1.2 Non Compliance/Unresponsive to Services

CONTRACTOR shall submit TAY Status Update for each TAY to the ILP Coordinator within three calendar days for reasons including, but not limited to: no timely notification of a change in placement, drop out, he/she refuses to cooperate or a no show. The ILP Coordinator will provide a

copy of the TAY Status Update to the case carrying CSW/DPO. CONTRACTOR shall provide TAY Status Update proposing a termination of services noted in sub-section 10.7.1.5 below for review by the ILP Coordinator and the CPM if there are consistent instances of non-compliance and unresponsiveness after ITSP services have been initiated.

10.7.1.3 Incomplete Assessment

CONTRACTOR shall submit TAY Status Update to the ILP Coordinator if their staff is unable to complete a life skills assessment. CONTRACTOR's staff shall document the reasons in the TAY Status Update and shall submit the TAY Status Update to the ILP COORDINATOR within ten calendar days of the incomplete assessment visit or of the last date of the attempted visit. The ILP Coordinator will provide a copy of the TAY Status Update to the case carrying CSW/DPO.

10.7.1.4 Completion of ITSP Goals

For each TAY served, TDS shall submit the TAY Status Update to the ILP Coordinator within 10 calendar days of the TAY's completion of each ITSP goal. The TAY Status Update shall include specific information regarding the sessions/workshops he/she participated in during the applicable timeframe to include the total numbers of sessions/workshops and hours per TAY. There should also be notation including an incentive payment amount to a TAY including the amount, date and time he/she received the incentive payment.

10.7.1.5 Termination of Progress for ITSP

CONTRACTOR shall submit TAY Status Update to the ILP Coordinator notifying them of proposal to terminate service delivery. A Termination of Progress is required when the TAY participant has demonstrated unresponsiveness and/or non compliance for participation in ITSP. In addition to the TAY Status Update, CONTRACTOR shall provide a copy of all records including quarterly reports, a transcript of services provided to TAY (and Caregiver when applicable) including dates of contacts, status of ITSP goals, dates and amounts of incentive payments issued as well as TAY signatures for validation of receipt. This notification must occur within five calendar days of the date that CONTRACTOR was notified. The ILP Coordinator will review the information (with consultation with the case carrying CSW/DPO and CPM or identified designee when necessary) and respond to the CONTRACTOR with notification to terminate or re-initiate

ITSP services. A TAY's ability to start or stop ITSP services is subject to review of the CPM.

10.7.1.6 The ILP Coordinator shall provide a copy of the TAY Status Update and attachments to the case carrying CSW/DPO.

PART D - SERVICE REPORTS

11.0 ASSESSMENT REPORTS

11.1 ITSP Assessment Reports

11.1.1 CONTRACTOR shall provide the following reports to the DCFS/Probation ILP Coordinator within ten calendar days after the assessment test was administered for each TAY.

- COUNTY approved life skills assessment report
- Initial/Progress/Conclusion ITSP Report (SOW Exhibit A-7)

11.1.2 In the event that CONTRACTOR is unable to complete an assessment, CONTRACTOR shall document the reasons in the TAY Status Update as referenced in Part C, sub-section 10.7.1.3.

12.0 MONTHLY REPORTS

12.1 CONTRACTOR shall develop and provide reports based on services provided during the previous month to the CPM or designee on 15th day after the applicable calendar month (unless otherwise specified below) via email.

12.2 CONTRACTOR shall categorize all reports by referring ILP Coordinator and include the following: TAY's full name, age at the time of the report, date of birth, State Identification number, Placement Type, assigned CSW/DPO, referral date, enrollment date, and completion date, and shall include data to differentiate DCFS and Probation TAY when applicable.

12.3 CONTRACTOR shall provide additional reports/feedback to the CPM or designated staff including service delivery for a specific TAY upon request or a specific group of youth (e.g. age, service, Placement Type) within a 24 hour period or an agreed upon time between the COUNTY and CONTRACTOR.

12.4 CONTRACTOR shall submit a Monthly Cumulative Report containing Summary Report, Referral Report, Life-Skill Assessment (Ansell-Casey) Report, ITSP Report, Probation Report, and any additional reports deemed necessary by the CPM. The report shall provide data based on Service Planning Areas and differentiate the DCFS and Probation TAY.

12.4.1 Monthly Cumulative Report

CONTRACTOR shall maintain records on the number of TAY enrolled ITSP Services. The records shall reference relevant services necessary to develop the required reports for ITSP services provided to each Enrolled TAY or TAY and Caregiver. The Cumulative report (e.g. Microsoft Excel with referenced reports per worksheet) shall be provided to the CPM and other COUNTY designee.

12.4.2 Monthly Summary Report

CONTRACTOR shall develop and provide to the CPM, by the 15th day of every month, a Monthly Summary Report of all services. The Summary report shall include the following: total number of referrals; total number of referrals returned (incomplete or unable to contact); total number of refusals; total number of life skills assessments completed; total number enrolled in ITSP; total number of TAY who completed ITSP; total number of TAY who showed improvement after completion of ITSP; total number of TAY who completed the survey; total number of TAY linked to WIA Career Development Centers and/or CalJobs; total number of TAY linked to educational supports and resources including tutoring; total number of TAY linked to TRC's and total number of TAY linked to Kinship Centers and/or additional Community Based Programs.

12.4.3 Monthly Referral Report

This report shall list all Referred TAY for the month and required information as referenced above in sub-section 12.2.

12.4.4 Monthly Life-Skill Assessment Report

This report shall list all the TAY who have been assessed during the reporting month and required information as referenced above in sub-section 12.2.

12.4.5 Monthly ITSP Report

This report shall include the topic of each of ITSP session and hands-on workshops offered during the previous month. The report shall include number of TAY who dropped out or refused participation. This report shall also include the pre and post life skill assessment scores, total number of sessions/hours completed, date of linkage to Workforce Source Centers (WIA) and CalJobs, date of Transition Resource Center scheduled visit and required information as referenced above in sub-section 12.2.

12.4.6 Monthly Probation Report

This report shall list all Probation TAY receiving ITSP services.

12.4.7 Additional Reports

COUNTY shall have the sole discretion to request additional reports from CONTRACTOR. CONTRACTOR shall submit reports as requested.

13.0 QUARTERLY REPORTS

13.1 CONTRACTOR shall develop and provide quarterly progress reports for each ITSP TAY addressing his/her progress/status to the ILP Coordinator within five calendar days of the date marking the quarter for each TAY receiving ITSP services (or as needed). This progress report shall address the

completion of the TAY's ITSP goals in relation to the eight Chaffee Act Outcomes.

- 13.2 The ILP Coordinator and CSW/DPO will review the report and communicate with CONTRACTOR regarding any concerns. CONTRACTOR shall respond to their concerns and/or requests within three calendar days.
- 13.3 CONTRACTOR shall provide progress reports as needed upon request to ILP Coordinator for a court date or relevant meeting (e.g. Team Decision Making (TDM) Transition Conference (T-Con), 90 Day Transition Plan) where this information can be beneficial. The progress report shall address the TAY's ITSP (and/or TILP or TAY/LP) goals; include a transcript noting ITSP topics covered and his/her status in relation to meeting the eight Chaffee Act Outcomes.

14.0 ANNUAL REPORTS

- 14.1 At the end of each contract year, CPD shall submit to the CPM an aggregated report of the findings. This report shall be submitted by the 30th day of June of each contract year based on the Performance Requirements Summary (PRS) as referenced in the SOW Exhibit A-1.
 - 14.1.1 This report shall include, but not be limited to: the total number and percentages of TAY or TAY and Caregivers enrolled, total number participated, total number of sessions and hours completed, total number dropped and total number completed the ITSP program. The annual report provided shall include CONTRACTOR's recommendations for program enhancement.

PART E - QUALITY ASSURANCE PLAN

15.0 CONTRACTOR'S QUALITY ASSURANCE PLAN (QAP)

- 15.1 CONTRACTOR shall establish and maintain a Quality Assurance Plan (provided in its Proposal) to assure the requirements of the contract are met. The CPM will review CONTRACTOR's QAP and provide CONTRACTOR with requested changes if conflicting procedures are identified or procedural changes are made. If the CPM request changes in CONTRACTOR's QAP, CONTRACTOR shall make such changes and resubmit the plan for approval within five business days of request.
- 15.1.1 CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 15.1.2 The QAP must explain how policies and procedures will be disseminated, implemented and utilized by CONTRACTOR staff.
- 15.2 If CONTRACTOR performance requirements are not met, the CPM may call CONTRACTOR or send CONTRACTOR a User Complaint Report (UCR), SOW Exhibit A-8, or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four hours of receipt. All performance requirement issues will be reported to the CPM.
- 15.3 The CPM or other personnel, authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the Quality Assurance Plan specified in its Proposal in response to the Statement of Work and SOW Exhibit A-1, Performance Requirements Summary. All monitoring will be conducted in accordance with, Section 24.0, COUNTY's Quality Assurance Plan, of the Contract.

PART F - EVALUATION AND OUTCOME

16.0 EVALUATION AND OUTCOME

Evaluative functions are used to set measurable targets for the CONTRACTOR's program operation and to use those targets to test the effectiveness and efficiency of the services and supports. Evaluative information should also be used to determine the degree to which ongoing practice remains faithful to the original model and to incorporate ongoing innovations into the continuous improvement of that model. Additionally, client satisfaction surveys also assist in the evaluative process and will be applicable to this contract.

16.1 CONTRACTOR shall cooperate with and participate in the COUNTY's independent evaluation conducted by a contracted vendor of this project; including designating agency staff to work directly with the COUNTY designated evaluator and CPM to establish tracking systems to gather data information relevant to all aspects of the evaluation design.

16.2 The data collection and tracking systems required of CONTRACTOR shall include, but not be limited to: client profiling, client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by CONTRACTOR, and survey instruments. CONTRACTOR shall perform data entry to support these activities.

16.2.1 CONTRACTOR may be required to use a COUNTY web-based application for purposes of tracking. Use of this web-based application will be determined prior to contract commencement.

16.3 COUNTY will develop a client satisfaction survey to be administered by the CONTRACTOR to all ITSP participants (e.g. Enrolled TAY and Participated TAY) and Caregivers upon completion of the service delivery. This survey template is expected to be completed within 15 days prior to the end of services. The survey analysis completed by the Evaluation Team and its findings will be used by CPM as baseline for information regarding services.

17.0 PERFORMANCE OUTCOME SUMMARY

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Safe and Affordable Housing to Avoid Homelessness (This performance outcome is related to Chafee Outcome #7 and #8)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Possess the knowledge and resources to avoid homelessness including knowledge/information on retaining housing, landlord-tenant issues, saving, and other local, state, and federal housing programs, prior to exiting care. • Be assessed/screened at 90 Transition Planning Conference to make appropriate housing referral (e.g. transitional housing, mental health). 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD</p> <p>Review of Contractor case files via a Quarterly Technical Case Review (Audit) of rental/lease applications mock and official copies</p>	<p>75% of Participated TAY will demonstrate he/she has knowledge of safe and affordable housing.</p> <p>25% of Participated TAY ages 18 -20 will acquire housing prior to case closure.</p> <p>85% of Participated TAY will secure transitional or housing prior to case closure.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Possess Self-Advocacy Skills to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Possess the ability and skills to advocate for themselves to obtain necessary services and supports. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p>	<p>90% of Participated TAY will have increased knowledge of Self-Advocacy skills.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: TAY will Possess Daily Life Skills to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Have enhanced self confidence/esteem; • Acquire problem solving, conflict resolution, social, coping, interpersonal and survival skills; • Have financial literacy; • Have established and maintained a bank account (savings or trust accounts); • Know how to purchase groceries; • Know how to prepare meals with proper food handling; • Possess knowledge of how to clean and maintain a home and laundry; • Possess knowledge of landlord tenant and home purchasing issues; • Know how to use public transportation and/or acquire a Driver License; • Possess basic computer/ internet skills; • Possess personal responsibility skills for his/her actions; and • Possess knowledge about consumer rights resources; • Obtain or know how to obtain Vital records; • Receive information about Health/Mental Health, Medi-Cal, ILP, DPSS, Kinship and Other beneficial resources. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p> <p>Review of Contractor case files via a Quarterly Technical Case Review (Audit) reflecting both copies of applications and acquired vital documents</p>	<p>90% of Participated TAY demonstrate increased knowledge of Daily Life Skills.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Prepared for Gainful Employment (This performance outcome is related to Chafee Outcome #6)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will receive job preparation training including:</p> <ul style="list-style-type: none"> • Be work ready (linked to employers; explore careers, participate in job fairs, tours/shadowing, volunteer and/or internship opportunities; • Be linked/registered at an Employment Development Department One-Stop Center (e.g. One Source California Youth Program and CalJobs) DPSS GROW; • Completing a work assessment via Career Zone and developing strategies to meet job/career goal; • Resume writing, completion of employment applications, dressing appropriately, interviewing techniques and obtaining and retaining a job; • Have held at least one job for two (2) or more months (paid and non-paid) while in care, with the ability to use the supervisor as a reference; and • Understanding how to read check stub including taxes and benefits; and • Know of additional/community resources. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p>	<p>75% of Participated TAY will be either be prepared (registered at a (WIA) Work Source/One Stop Centers employment program and CalJobs) for gainful employment or be employed.</p> <p>25% of Participated TAY able to work will be gainfully employed.</p>

PERFORMANCE OUTCOME SUMMARY

PROGRAM: Individualized Transition Skills Program (ITSP)

PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY

PROGRAM GOAL AND OUTCOME: Meet All Mandated Requirements Including passing the California High School Exit Exam (CAHSEE) to Attain a High School Diploma/GED or pass the California High School Proficiency Exam and Post-Graduation Options and Linkage.

(This performance outcome is related to Chafee Outcome #1)

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Demonstrate academic progress to receive/earn a High School Diploma, General Educational Development (GED) Diploma or acquire a California High School Proficiency Certificate; and • Be in possession of a High School Diploma, General Educational Development (GED) Diploma or acquire a California High School Proficiency Certificate. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes, Education and tutoring referrals</p>	<p>80% of Participated TAY will attain their educational goal(s) listed in his/her TILP or TAY/LP.</p>
<p>TAY will:</p> <ul style="list-style-type: none"> • Understand all of the options for post-graduation, including but not limited to community college, 4-year college, and vocational education or training; • Be linked to post graduate programs (including help with completing college or vocational school applications and all relevant financial aid documents); and • Be in a position or enrolled in college or a vocational school with secured financial aid if post secondary education is his/her desire. 	<p>Contractor generated reports, youth surveys, CWS/CMS, NYTD, Exit Outcomes, Review of Contractor case files via a Quarterly Technical Case Review (Audit) reflecting copies of educational related copies requested and/or acquired ITSP</p>	<p>75% of Participated TAY will have an increased knowledge of how to attain their post secondary goal(s).</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Health Information, Prevention Information, Insurance and Services/Resources (This performance outcome is related to Chafee Outcome #3, #4 and #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Know how to complete the Medi-Cal re-application/extension documents; • Have knowledge of preventive health activities (including substance abuse prevention, smoking avoidance, nutrition education, pregnancy prevention); and be in receipt of mental health counseling, as appropriate; • Have information about social services programs including mental health services and other health services including how to access them. 	<p>Contractor generated reports, life skills assessment scores, Youth surveys, CWS/CMS, NYTD, Exit Outcomes</p>	<p>90% of Participated TAY will demonstrate knowledge of how to access health and prevention information, insurance, services and resources.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Applied for and Receiving Social Services or Other Financial Assistance, as Needed to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #2 and #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Demonstrate the ability to access social services including (Supplemental Security Income (SSI), CalWORKs, General Relief/General Assistance, Food Stamps and other sources of financial support to which he or she would be eligible for upon exiting care; • Referred to the ILP Program and /or receiving ILP/Chafee services; • Applied for or have an open savings and/or trust fund accounts (if applicable); • Knowledge of financial Aid, Cal Grants, Workforce Investment Act funded programs; and • Has visited local DCFS YDS Transition Resource Center and met and acquired the ILP Coordinator's name (and/or Community Worker's) and contact information. 	<p>Contractor generated reports, youth surveys, life skills assessment scores CWS/CMS, NYTD, Exit Outcomes</p>	<p>90% of Participated TAY will demonstrate increased knowledge of public benefits that they may be eligible for.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: TAY will have no barriers to self sufficiency (This performance outcome is related to Chafee Outcome #2,4, 5 &7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Be aware of how to address tickets/fines; • Have vital records (Birth Certificate, California ID, California Driver license, Social Security Card; immunization/medical records; • Receive information about how to seal/expunge Juvenile Court records and how to obtain the support to do so, if eligible; • Be aware of identity theft and how to prevent becoming a victim; • Have proof of legal immigration status; • Have citizenship or residency, • Have proof of Juvenile Court dependency; • Complete financial aid applications; • Have access to documents under <u>WIC 827 (e.g. court reports)</u>; • Receive information about all available ILP services including how to access them and www.ILPOnline.org; and Public Counsel's A, B, C's of Transition and the Independent Living Program Manual at www.publiccounsel.org . 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p>	<p>85% of Participated Enrolled TAY will have no barriers to self sufficiency.</p>

PERFORMANCE OUTCOME SUMMARY

PROGRAM: Individualized Transition Skills Program (ITSP)

PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY

PROGRAM GOAL AND OUTCOME: Permanent Relationship

(This performance outcome is related to Chafee Outcome #7)

OUTCOME INDICATORS

METHOD OF DATA COLLECTION

PERFORMANCE TARGETS

- TAY will:
- Be referred to available mentors and mentoring programs while in care;
 - Have at least one connection with a family member/members who are supportive or family finding has been conducted to locate appropriate family members; and
 - Have at least one connection to an adult who will provide assistance, advice, and support in both good and difficult times upon exiting care.

Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD

Review of Contractor case files via a Quarterly Technical Case Review (Audit) of form completion documenting the TAY's permanent connection/relationship

75% of Participated TAY will have a permanent connection and relationship.

EXHIBIT A-1				
PERFORMANCE REQUIREMENTS SUMMARY				
	CONTRACT REQUIREMENTS	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
1.	CONTRACTOR shall provide 96 to 120 ITSP hours per TAY in accordance with the eight Chafee Outcomes and Program Deliverables in Part C, Section 10.0 Scope of Work of the SOW.	CONTRACTOR shall ensure 90% of the Enrolled/Participated TAY will meet their educational goals listed in their education requirements, will learn Daily Life Skills, be prepared for gainful employment, obtain/maintain a housing plan, learn and benefit from all ITSP information and resources to become Self-Sufficient Adults.	<p>CONTRACTOR shall submit monthly reports and shall maintain records of all services in case file for the duration of the contract. Additional methods may include program monitoring/audits in accordance with Part E, Quality Assurance Plan of the SOW and feedback from collaborative partners (e.g., DCFS, DPSS, CEO).</p> <p>COUNTY will also reference other sources to include but not be limited to the YDS ES/ILP Data Tracking System, CWS/CMS (a Statewide Database), YDS participant/satisfaction surveys, Evaluation feedback and the National Youth Transition Database (NYTD).</p>	The County may terminate this contract in accordance with section 53.0, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached or if CONTRACTOR receives a written notice (Including User Complaint Reports/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval
2.	CONTRACTOR shall complete the Initial/Conclusion Assessment Report and	CONTRACTOR shall ensure 80% of Initial Assessment Reports (life skills assessments)	CONTRACTOR shall develop and a process to document the occurrence and	The County may terminate this contract in accordance with section 53.0 Termination for Default if the whole or

	submit it to the referring ILP Coordinator within 10 business days of receiving a referral in accordance with Part D, Section 11.0 Assessment Reports.	will be completed and submitted to the referring ILP Coordinator within 10 business days of the initial assessment.	submission of Initial/Conclusion Assessment Reports that are completed and submitted to the COUNTY. This process shall be shared with the COUNTY CPM and clearly documented in all case files for the duration of the contract.	any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached. If CONTRACTOR receives a written notice (Including a User Complaint Reports/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
3.	CONTRACTOR shall provide a continuum of services to TAY served in accordance with section Part D, Section 11.0 of the SOW.	CONTRACTOR shall ensure 85% of Enrolled/Participated TAY will have a continuum of services.	CONTRACTOR shall submit monthly reports and shall maintain records of all services in case file for the duration of the contract. Additional methods may include: program monitoring/audits in accordance with Part D, Section 12.0 of the SOW and feedback from collaborative partners (e.g., DCFS, DPSS, CEO).	
4.	CONTRACTOR shall complete and provide all Reports to the CPM, COUNTY designee or ILP Coordinator by the 15 th of each month, CONTRACTOR shall provide the Annual Report to the CPM and/or designee by June 30 th of the Contract year in accordance with PART D, Section 14.0 of the SOW.	CONTRACTOR shall ensure 95% of all required reports will be provided to CPM by the 15 th day of each month and the Annual Report will be provided by June 30 th of the contract year.	COUNTY will also reference other sources to include but not be limited to the YDS ES/ILP Data Tracking System, CWS/CMS (a Statewide Database), YDS participant/satisfaction surveys, Evaluation feedback and the National Youth Transition Database (NYTD).	
5.	CONTRACTOR shall hire staff	CONTRACTOR shall ensure	CONTRACTOR shall maintain	The County may terminate this contract

	<p>in accordance with Section 5.0 and ensure completion of a criminal background checks including a Child Abuse Index for all staff prior to employment in accordance with Part B, sub-section 5.1.7 of the SOW. CONTRACTOR shall ensure staff receive training in accordance with Part B, sub-section 5.1.6 of the SOW.</p>	<p>100% of the contracted staff hired for this contract will meet the specified requirements, have a criminal background check inclusive of a Child Abuse Index prior to employment and complete the mandatory trainings.</p>	<p>documentation to validate all staff meet the minimum requirements, they have passed the criminal investigation background check and completed the mandated trainings in all personnel file for the duration of the contract. CONTRACTOR shall submit copies of the criminal background checks to the CPM as requested.</p>	<p>in accordance with section 53.0 Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached.</p> <p>COUNTY at its sole discretion may deduct \$1000 from the CONTRACTOR's invoice for each sustained incident where a TAY receiving ITSP services is matched with contracted staff that has not completed or cleared all background checks.</p>
6.	<p>CONTRACTOR shall match/assign a TDS to provide ITSP services to TAY in accordance with Part C, sub-section 10.3.2.1 of the SOW.</p>	<p>CONTRACTOR shall ensure 75% of the TDS's providing ITSP services are matched with the TAY served for the duration of this contract.</p>	<p>CONTRACTOR shall submit written copies of its matching criteria to the CPM at the beginning of the contract, whenever updates occur or as requested by the CPM.</p>	<p>If CONTRACTOR receives a written notice (Including a User Complaint Reports/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the CPM a response within forty-eight (48) hours a written corrective action plan for review and approval. In addition, the COUNTY may impose a single deduction from the CONTRACTOR's invoice in the amount of \$200.00.</p>

1. **Transitional Independent Living Plan (TILP);**
2. **Transition Age Youth Living Plan (TAY/LP); and**
3. **DCFS 5557**

(Next 5 Pages)

Transitional Independent Living Plan & Agreement

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

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

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

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

Service goals and activities to be addressed in the plan:

Goals are individualized based on your assessment and may include examples such as:

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

Activities are individualized to help meet a specific goal. Example – if high school graduation is a goal, the youth directed activity might be to attend classes regularly with no tardies for the next 6 months.

For youth participating in ILP services, activities are reportable as ILP Delivered Services in CMS. The social worker shall select from one or more of the following ILP Service Types that an individualized completed activity fits in:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Received ILP Needs Assessment • ILP Mentoring • ILP Education • ILP Education Post Secondary • ILP Education Financial Assistance • ILP Career/Job Guidance • ILP Employment/Vocational Training • ILP Money Management • ILP Consumer Skills • ILP Health Care | <ul style="list-style-type: none"> • ILP Room and Board Financial Assistance • ILP Transitional Housing, THP, THP Plus • ILP Home Management • ILP Time Management • ILP Parenting Skills • ILP Interpersonal/Social Skills • ILP Financial Assistance Other • ILP Transportation • ILP Other (Stipends/Incentives) |
|--|--|

- I understand that if I am employed as part of this plan, my earned income will be disregarded, as the purpose of my employment is to gain knowledge of needed work skills, habits and responsibilities to maintain employment. (WIC 11008.15)
- I understand that I can retain cash savings up to \$10,000 under this plan in an insured savings account and any withdrawal requires the written approval of my social worker/probation officer and must be used for purposes directly related to my transitional goals. (WIC 11155.5)
- I understand that I will receive assistance to obtain my personal documents and information about financial aid for postsecondary education/training.(WIC 16001.9)

Transitional Independent Living Plan & Agreement

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

Case Worker Name: _____ Case Worker phone: _____

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

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

Goal	Activity	Responsible Parties	Planned Completion date	Progress Date
Goal #1:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #2:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal # 3:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #4:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.

This Agreement will be updated on: _____ Update # _____

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

Youth's signature

Date

Caregiver's signature

Date

Social Worker/Probation Officer signature

Date

Youth Development Services
Los Angeles Department of Children and Family Services and Probation
Instructions To Youth: <i>The purpose of this plan is to capture the goals you would like to achieve and the support you need from your Transition (ILP) Coordinator over the next 6 months. This plan can help you stay focused and organized as your progress toward accomplishing each goal. Your Transition (ILP) Coordinator will help you achieve your goals.</i>
TRANSITION AGE YOUTH LIVING PLAN (TAY/LP)

Name Of Youth:			State ID # (Staff Only)			Social Security Number XXX-XX-		
Birth Date:	Age:	Sex:	Ethnicity:			Primary Spoken Language <input type="checkbox"/> English <input type="checkbox"/> Other		
Current Address:					City:	State:	Zip Code:	
Telephone Number:		E-mail Address:			CAREGIVER'S NAME		Marital Status:	
I am a parent	<input type="checkbox"/>	Parent Of #	<input type="checkbox"/>	Expectant Parent		<input type="checkbox"/>	N/A	
School Attending/Last Attended:					Grade:			
High School Graduation / GED Date:					IEP/Special Education Date:			
Court Termination Date: (staff only):					Extended Foster Care?			

SCHOOL/EDUCATIONAL/VOCATIONAL TRAINING PLAN

Currently, I am:

<input type="checkbox"/>	Attending high school/GED Program	Name of school:		
<input type="checkbox"/>	Attending college	Name of college:		ID #
Number of units completed:		Current grade point average:		
<input type="checkbox"/>	Receiving financial aid, scholarships, and/or grant money			
Educational Goals:				
I plan to attend		Name of school:		
I have applied for Financial Aid (FAFSA)		Yes <input type="checkbox"/> No <input type="checkbox"/> If No When:		
I am currently attending a vocational training program at:		Name of school:		
<input type="checkbox"/>	I need assistance with (specify):			

EMPLOYMENT STATUS

<input type="checkbox"/>	Unemployed	<input type="checkbox"/>	Employed	<input type="checkbox"/>	Full-time	<input type="checkbox"/>	Part-time	Hours worked per week:
Employer:					How long employed?			
<input type="checkbox"/>	I do not have a job but, I am seeking employment/volunteer work.							
Registered with a Work Source Center (WIA) Yes <input type="checkbox"/> No <input type="checkbox"/>								
I am currently enrolled in:					Military service branch:			
<input type="checkbox"/>	California Conservation Corps.			<input type="checkbox"/>	Job Corps		<input type="checkbox"/>	Americorps
<input type="checkbox"/>	I need assistance with (specify):							

CURRENT HOUSING STATUS/HOUSING PLAN

My current living situation is:

<input type="checkbox"/>	Rent/own housing	<input type="checkbox"/>	Share rent with others	<input type="checkbox"/>	Stay in college dorm
<input type="checkbox"/>	Live with friends	<input type="checkbox"/>	Live in board & care	<input type="checkbox"/>	Live with relatives
<input type="checkbox"/>	Live in county or other transitional housing.	Name of Program:		<input type="checkbox"/>	SILP
<input type="checkbox"/>	Homeless	<input type="checkbox"/>	Live w/care provider/guardian	<input type="checkbox"/>	Live with parent(s)
<u>Housing plan</u>					
I plan to live with:					
I am interested in/ or need assistance with:					
<u>Health Insurance Plan</u>					
What is your health insurance plan? If you are not eligible for extended Medi-Cal, where do you plan to get health insurance from?					
Continuing Support Services (i.e. mental health, health services) Plan:					
Family, Other Permanent Connection, Mentor:					
I plan to stay connected to family and other adults (include names)					

Resource phone numbers and websites:

ILP toll free number 1 (877) MY ILP 411 http://www.ilponline.org	Youth Ombudsman Office: (213) 351-5720 Other Resources _____ _____ _____	Department of Public Social Services (DPSS) 1 (877) 597- 4777
Medi-Cal Health Insurance Benefits application or to extend coverage 626-569-2968 or 626-569-2948		Edelman's Children's Court (323) 526-6646

FINANCIAL RESOURCES

My sources of income include:

<input type="checkbox"/>	Work	<input type="checkbox"/>	CalWORKs	<input type="checkbox"/>	Cooperative for Assistance and Relief Everywhere (CARE)
<input type="checkbox"/>	Department of Vocational Rehab	<input type="checkbox"/>	EOP&S	<input type="checkbox"/>	Financial Aid/Scholarship
<input type="checkbox"/>	General Relief Payments	<input type="checkbox"/>	SSI/SSDI	<input type="checkbox"/>	Temporary Assistance for Needy Families (TANF)
<input type="checkbox"/>	Trust Account	<input type="checkbox"/>	EFC (SILP)	<input type="checkbox"/>	Other (Specify):

PERSONAL DOCUMENTATION

Do you have the following important documents?	Have	Need help	N/A	Do you have the following important documents?	Have	Need help	N/A
Birth Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Social Security Card/Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial Aid Award Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	California Drivers License/ID	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High School Diploma Or GED/School Records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Medi-Cal Card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Immigration Record/Green Card/ Naturalization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Last two minute orders from Children’s Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
For Probation Youth Only							
Juvenile Probation - Terminated Youth on adult Probation Need assistance with expunging my juvenile record Need assistance with sealing my juvenile record Need assistance with credit report or identity theft related issues Other (Specify):					<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> No <input type="checkbox"/> No <input type="checkbox"/> No <input type="checkbox"/> No	

Plan of action summary (staff only) _____

Please note: Youth leaving the Kinship Guardian Assistance Payment (Kin-GAP) or Adoption Assistance Payment (AAP) Programs receive Medi-Cal benefits through their next annual redetermination date, which could be up to 11 months. Prior to the month of expiration, the youth will receive a redetermination packet to be completed and returned for an eligibility evaluation to any other Medi-Cal benefits program. This is why it’s important that we have your current address.

Please check with Transition Coordinator for a complete list of required documents to receive ILP funds and to verify eligibility. Youth might be eligible for ILP Services if he/she is or was a court dependent and placed in foster care/probation placement at any time between the age of 16 and 18 or if under a Kin-GAP guardianship or if under a non-related legal guardianship granted by Dependency Court after age 8 .

I understand that any requested funds are subject to availability and that failure to submit receipts could jeopardize continued financial assistance from the ILP program.

Date your next TAYLP update is to be completed (six months): _____

Youth Signature

Date

Caregiver Signature (if applicable)

Date

Transition (ILP) Coordinator/Probation Officer Signature

Date

TILP TRANSMITTAL AND SUPPLEMENT (DCFS 5557)

Youth's Name		DOB		Submission Date																													
Indicate the purpose of this Transmittal/Supplement by checking the appropriate box(es) below:																																	
<input type="checkbox"/> COURT SUPPLEMENTAL INFORMATION			<input type="checkbox"/> REQUEST FOR ILP SERVICES																														
COURT TILP SUPPLEMENTAL INFORMATION			REQUEST FOR ILP SERVICES																														
State # 19- - -			<i>(ILP eligible youth only)</i>																														
Anticipated DCFS Termination of Jurisdiction Date:			Transition Coordinator's Name:																														
ADDITIONAL DOCUMENTATION REQUIRED FOR AN YDS TRANSITIONAL YOUTH RECOMMENDATION (complete status box for each document upon termination of jurisdiction):			Transition Coordinator's Phone: _____																														
			TC Email: _____ @dcfs.lacounty.gov																														
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">COURT #</th> <th style="width: 25%;">DEPT.</th> <th style="width: 25%;">HEARING DATE</th> <th style="width: 25%;">HEARING TYPE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			COURT #	DEPT.	HEARING DATE	HEARING TYPE					<input type="checkbox"/> SERVICES REQUEST:																						
COURT #	DEPT.	HEARING DATE	HEARING TYPE																														
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">TYPE OF DOCUMENT:</th> <th style="width: 10%;">ON FILE</th> <th style="width: 10%;">DATE REQUESTED</th> <th style="width: 20%;">N/A</th> </tr> </thead> <tbody> <tr> <td>Parents' Death Certificate</td> <td style="text-align: center;"><input type="checkbox"/></td> <td> </td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Placement History (Printout)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td> </td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Family History (DCFS 4344/FB) forms</td> <td style="text-align: center;"><input type="checkbox"/></td> <td> </td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Whereabouts of DCFS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td> </td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Record of ILP Life Skills/Vocational Skill Center Class Completion and/or Educational Assessment</td> <td style="text-align: center;"><input type="checkbox"/></td> <td> </td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Proof of Dependency</td> <td style="text-align: center;"><input type="checkbox"/></td> <td> </td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>			TYPE OF DOCUMENT:	ON FILE	DATE REQUESTED	N/A	Parents' Death Certificate	<input type="checkbox"/>		<input type="checkbox"/>	Placement History (Printout)	<input type="checkbox"/>		<input type="checkbox"/>	Family History (DCFS 4344/FB) forms	<input type="checkbox"/>		<input type="checkbox"/>	Whereabouts of DCFS	<input type="checkbox"/>		<input type="checkbox"/>	Record of ILP Life Skills/Vocational Skill Center Class Completion and/or Educational Assessment	<input type="checkbox"/>		<input type="checkbox"/>	Proof of Dependency	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/> ITSP Life Skills (Ages 16 and up)		
TYPE OF DOCUMENT:	ON FILE	DATE REQUESTED	N/A																														
Parents' Death Certificate	<input type="checkbox"/>		<input type="checkbox"/>																														
Placement History (Printout)	<input type="checkbox"/>		<input type="checkbox"/>																														
Family History (DCFS 4344/FB) forms	<input type="checkbox"/>		<input type="checkbox"/>																														
Whereabouts of DCFS	<input type="checkbox"/>		<input type="checkbox"/>																														
Record of ILP Life Skills/Vocational Skill Center Class Completion and/or Educational Assessment	<input type="checkbox"/>		<input type="checkbox"/>																														
Proof of Dependency	<input type="checkbox"/>		<input type="checkbox"/>																														
Post transition youth Health Coverage Plan (required): Indicate to the court the transition youth health coverage plan for the youth's aftercare (required):			SPA (Where child lives): _____																														
<input type="checkbox"/> Medi-cal. (CSW provided youth the DPSS, "As You Leave Foster Care" brochure regarding continuation of Medi-cal.)			Transition Services Staff Only: Name of Skill Center: _____ Is Youth ILP eligible? <input type="checkbox"/> Yes <input type="checkbox"/> No Ineligible Youth Referred to: Agency: _____ Date: _____ Kin-GAP Youth? <input type="checkbox"/> Yes <input type="checkbox"/> No Name of YDS Agency: _____ Select One <input type="checkbox"/> ILP service offer letter was given to youth and youth accepted ILP services.																														
<input type="checkbox"/> Private health care insurance:																																	
PERSON WHO WILL KNOW YOUTH'S WHEREABOUTS FOLLOWING TRANSITION (required):			<input type="checkbox"/> HOUSING REQUEST:																														
Name: _____			<input type="checkbox"/> Transitional Housing Placement Program (THPP)																														
Relationship to youth: _____			<input type="checkbox"/> DCFS Transitional Housing Program (THP)																														
Street Address: _____			<input type="checkbox"/> THP-Plus (+)																														
City: _____			Has the youth passed the California High School Exit Exam (CAHSEE). Please see FYI 06-37.																														
Zip: _____			English Language Arts: <input type="checkbox"/> Yes <input type="checkbox"/> No Mathematics: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Is the youth currently being tutored? <input type="checkbox"/> Yes <input type="checkbox"/> No																														
Phone: _____			Refer to www.ilponline.org for housing applications. Attach completed THP or THPP application, a copy of the TILP and the DCFS 5557. Send the package to:																														
YOUTH'S ADDRESS (required):			Youth Development Services Division 3530 Wilshire Blvd., 4 th Floor Los Angeles, CA 90010 This space for explanation/justification of request or for other comments (attach additional pages if necessary):																														
<input type="checkbox"/> Current Address																																	
<input type="checkbox"/> (Check here if this is a change of address)																																	
<input type="checkbox"/> (Check here if this is youth's planned post-emancipation address)																																	
Street Address, City, Zip:																																	
Phone			E-mail																														
CSW Name / Signature: _____ / _____			CSW File Number: _____																														
CSW Email: _____@dcfs.lacounty.gov / _____			SPA/Area Office																														
SCSW Name / Signature			CSW Phone																														
<input type="checkbox"/> By checking this box the CSW and SCSW confirms that the attached TILP is current, has been saved and approved on CWS/CMS and the youth have signed a hard copy.																																	

SAMPLE
Transition Age Youth (TAY) Status Update

Program Participation	
<input type="checkbox"/>	ITSP

First Name:		Last Name:		DOB:	
ILP Coordinator /Probation Liaison:				Placement Type:	
State No:		CSW/DPO:			

Individualized Transition Skills Program (ITSP)	
<input type="checkbox"/> Referral received on: <input type="checkbox"/> Youth contacted on (3 attempts): _____, _____, _____ <input type="checkbox"/> Date TAY accepted to participate: _____ <input type="checkbox"/> Youth refused to participate: <input type="checkbox"/> Verbal <input type="checkbox"/> Written <input type="checkbox"/> Unresponsive Program Start Date: _____ End Date: _____	
TDS Name: _____ Assessment Date: _____	

TAY'S STATUS	
<input type="checkbox"/> Youth unable to commit due to job, school, sports or other activities* <input type="checkbox"/> Pregnant <input type="checkbox"/> Moved from placement* <input type="checkbox"/> AWOL <input type="checkbox"/> Lives in a different contractor area <input type="checkbox"/> Unable to leave message – dates of attempted contacts: <input type="checkbox"/> Left message but calls were not returned – dates messages were left: <input type="checkbox"/> Incomplete referral*	<input type="checkbox"/> Youth was not given permission to participate* <input type="checkbox"/> Duplicate youth referral without information changes <input type="checkbox"/> Previously served by another Contractor <input type="checkbox"/> No show-failed to participate in scheduled session* <input type="checkbox"/> Youth will be retargeted* <input type="checkbox"/> Transition Resource Center visit scheduled for: <input type="checkbox"/> Reverse referral – waiting for official DCFS referral

If a comment has an asterisk (*) please explain here:

Comments and Progress for TAY:

AGENCY:	AGENCY REP.:	DATE:
SENT TO DCFS or PROBATION TC (Circle One)	AGENCY REP.:	DATE:

CONTRACTOR's Individualized Transitional Skills Training Program Plan

As referenced in RFP, PART C, Proposal Submission Requirements, sub-section 50.6 the Individualized Transitional Skills Training Program plan will become SOW Exhibit A-4 for winning proposals.



Daily Living

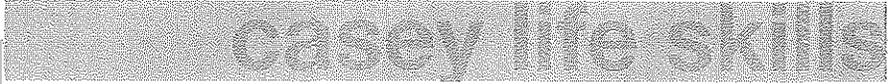
Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know where to go to get on the Internet.					
I can find what I need on the Internet.					
I know how to use my email account.					
I can create, save, print and send computer documents.					
I know the risks of meeting someone in person that I met online.					
I have put pictures or messages on a web site that I knew would hurt someone's feelings.					
If someone sent messages online that made me feel bad or scared, I would know what to do or who to tell.					
I know at least one adult, other than my worker, who would take my call in the middle of the night if I had an emergency.					
An adult I trust, other than worker, checks in with me regularly.					
When I shop for food, I take a list and I compare prices.					
I can make meals with or without using a recipe.					
I think about what I eat and how it impacts my health.					
I understand how to read food product labels to see how much fat, sugar, salt, and calories the food has.					
I know how to do my own laundry.					
I keep my living space clean.					
I know the products to use when cleaning the bathroom and kitchen.					
I know ho to use a fire extinguisher.					

Self Care

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I can take care of my own minor injuries and illnesses.					
I can get medical and dental care when I need it.					
I know how to make my own medical and dental appointments.					
I know when I should go to the emergency room instead of the doctor's office.					
I know my family medical history.					
I know how to get health insurance when I am older than 18.					
I have at least one trusted adult who would visit me if I were in the hospital.					
There is at least one adult I trust who would be legally allowed to make medical decisions for me and advocate for me if I was unable to speak for myself.					
I know how to get the benefits I am eligible for, such as Social Security, Medicaid, Temporary Assistance for Needy Family (TANF), and Education and Training Vouchers (ETV).					
I bathe (wash up) daily.					
I brush my teeth daily.					
I know how to get myself away from harmful situations.					
I have a place to go when I feel unsafe.					
I can turn down a sexual advance.					
I know ways to protect myself from sexually transmitted disease (STDs).					
I know how to prevent getting pregnant or getting someone else pregnant.					
I know where to go to get information on sex or pregnancy.					

Relationships and Communication

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I can speak up for myself.					
I know how to act in social or professional situations.					
I know how to show respect to people with different beliefs, opinions, and cultures.					
I can describe my racial and ethnic identity.					
I can explain the difference between sexual orientation and gender identity.					
I have friends I like to be with who help me feel valued and worthwhile.					
I am part of a family and we care about each other.					
I can get in touch with at least one family member when I want to.					
I have friends or family to spend time with on holidays and special occasions.					
I know at least one adult I can depend on when I exit care.					
I know an adult who could be a grandparent, aunt or uncle to my children now or my future children.					
My relationships are free from hitting, slapping, shoving, being made fun of, or name calling.					
I know the signs of an abusive relationship.					
I know what my legal permanency goal is.					
I have information about my family members.					
I think about how my choices impact others.					
I can deal with anger without hurting others or damaging things.					
I show others that I care about them.					



Housing & Money Management

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I understand how interest rates work on loans or credit purchases.					
I understand that disadvantages of making purchases with my credit card.					
I know the importance of a good credit score.					
I know how to balance my bank account.					
I put money in my savings account when I can.					
I know an adult who would help me if I had a financial emergency.					
I use online banking to keep track of my money.					
I know the advantages and disadvantages of using a check cashing or payday loan store.					
I know how to find a safe and affordable housing.					
I can figure out the costs to move to a new place, such as deposits, rents, utilities, and furniture.					
I know how to fill out an apartment rental application.					
I know how to get emergency help to pay for water, electricity, and gas bills.					
I know what can happen if I break my rental lease.					
I can explain why people need renter's or homeowner's insurance.					
I know an adult I could live with for a few days or weeks if I needed to.					
There is at least one adult that I have regular contact with, other than my case manager or other professional, who lives in stable and safe housing.					
I know an adult I can go to for financial advice.					
I plan for the expenses that I must pay each month.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I keep records of the money I am paid and the bills I pay.					
I know what happens in my state if I am caught driving without car insurance or a driver's license.					
I can explain how to get and renew a driver's license or state ID card.					
I can figure out all the costs of car ownership, such as registration, repairs, insurance, and gas.					
I know how to use public transportation to get where I need to go.					

Work and Study Life

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know who to develop a resume.					
I know how to fill out a job application.					
I know how to prepare for a job interview.					
I know what the information on a pay stub means.					
I can fill out a W-4 payroll exemption form when I get a job.					
I know what employee benefits are.					
I know what sexual harassment and discrimination are.					
I know the reasons why my personal contacts are important for finding a job.					
I know how to get the documents I need for work, such as my Social Security card and birth certificate.					
I know how and when I can see my child welfare or juvenile justice records.					
I know an adult who will go with me if I need to change schools.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to get help from my school's mental health services.					
I know where I can get help with an Income tax form.					
I have an adult in my life who cares about how I am doing at school or work.					
I can take criticism and direction at school or work without losing my temper.					
I know how to prepare for exams and/or presentations.					
I know where I can get tutoring or other help with school work.					
I look over my work for mistakes.					
I get to school or work on time.					
I get my work done and turned in on time.					

Career and Education Planning

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to find work-related internships.					
I know where to find information about job training.					
I can explain the benefits of doing volunteer work.					
I have recently talked to an adult who works in a job I would like to have.					
I know what type (college, trade school) education I need for the work I want to do.					
I know how to get into the school, training, or job I want after high school.					

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know how to find financial aid to help pay for my education or training.					
I have talked about my education plans with an adult who cares about me.					
I know an adult who will help me apply for training or education after high school.					

Looking Forward

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I believe I can influence how my life will turn out.					
I can describe my vision for myself as a successful adult.					
I have a good relationship with a trusted adult I like and respect.					
I would like to use my experience to help other youth.					
I believe my relationships with others will help me succeed.					
I feel I am ready for the next phase of my life.					
Most days, I am proud of the way I am living my life.					
Most days, I feel I have control of how my life will turn out.					

REFER TO WWW.CASEYLIFESKILLS.ORG/PAGES/ASSESS/ASSESS_ACLAS.HTM TO REVIEW RESPONSE PAGES.

NUMBER OF TAY TO BE SERVED

		Eligible Youth	TAY Served
Region	Service Planning Area (SPA)	Ages 16 - 20 (A)	Number of ITSP Participants (TAY Ages 16-20) (B)
NORTH	1	372	80-94
	2	324	130-144
	3	901	196-208
	4	213	56-66
Subtotal		1810	512
SOUTH	5	114	10-28
	6	1033	252-264
	7	409	100-110
	8	516	176-186
Subtotal		2072	588
TOTAL		3882	1,100

The data in Column A includes the total number of TAY that are eligible for the contracted services at the time the information was accessed from the DCFS Intranet on “*The Site*”.

The information in column B indicates the projected number of TAY to be served by this contract.

The number of TAY to be served per SPA can be adjusted within its region to meet the needs of the County at anytime.

Initial/Progress/Conclusion ITSP Assessment Report

Demographic Data

TAY Name:	
Date of Birth:	
State No:	
Transition Development Specialist Name:	
Agency/Agency Rep:	
CSW / DPO Name:	
Date of this report:	
Report Type:	<input type="checkbox"/> Initial Assessment <input type="checkbox"/> 3 rd Progress Assessment <input type="checkbox"/> 1 st Progress Assessment <input type="checkbox"/> Conclusion Assessment <input type="checkbox"/> 2 nd Progress Assessment
Date Assessment Conducted:	

To be completed for initial assessment report

Check Type of Assessment Administered Below <input type="checkbox"/> Ansell-Casey <input type="checkbox"/> Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
Target date for beginning ITSP:		

To be completed for progress assessment report

Check Type of Assessment Administered Below <input type="checkbox"/> Ansell-Casey <input type="checkbox"/> Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
Next Assessment Date:		

To be completed for conclusion assessment report

Check Type of Assessment Administered Below <input type="checkbox"/> Ansell-Casey <input type="checkbox"/> Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
TAY met a TILP/ITSP Goal: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10		
TAY completed ITSP on:		
TAY was given a monetary incentive in the amount of \$ _____ on (date: _____)		
TAY did not graduate from ITSP because:		

Attachments: Ansell-Casey Assessment Summary Report/Other

**USER COMPLAINT REPORT (UCR)
INDIVIDUALIZED TRANSITION SKILLS SERVICES**

This form is to be used by DCFS users of Individualized Transition Skills Services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____

DCFS User Name: _____

DCFS Office Address: _____

Phone No/ E-mail Address: _____

Date(s) of Incident(s) _____

Below, please check the appropriate boxes and explain each incident separately:

- Contractor's Program Director is not responding to messages
- Contractor's staff not available or not responding to messages
- Contractor making staff changes without notification to the County
- Illegal or inappropriate behavior by Contractor's staff
- Contractor not submitting reports or maintaining records as required
- Contractor not complying with the quality assurance requirements as specified in the Contract
- Other (describe)

To report an urgent/serious problem, call CPM at (213) 351-0238 and send the UCR to CPM's attention, at 3530 Wilshire Blvd., 4th Floor, Los Angeles, CA 90010 and a copy to DCFS Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

PART F – EXHIBIT B TO SAMPLE CONTRACT (ATTACHMENTS)

Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR's Acknowledgement and Confidentiality Agreement
Attachment C-2	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement (To be maintained by CONTRACTOR)
Attachment C-3	CONTRACTOR's Non- Employee Acknowledgment and Confidentiality Agreement (To be maintained by CONTRACTOR)
Attachment D	Attachment Auditor-Controller Contract Accounting and Administration Handbook
Attachment E	Internal Revenue Notice 1015
Attachment F	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment G	Safely Surrendered Baby Law Fact Sheet
Attachment H	CONTRACTOR's Administration
Attachment I	COUNTY's Administration
Attachment J	Charitable Contributions Certification
Attachment K	Confidentiality of CORI Information
Attachment L	Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program
Attachment M	Living Wage Ordinance
Attachment N	Monthly Certification for Applicable Health Benefits Payments
Attachment O	Payroll Statement of Compliance

CONTRACTOR’S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the 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 SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official’s Printed Name and Title

Authorized Official’s 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 ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data 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 contract 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 contract. 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 contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data 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 contract 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 contract. 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 contract 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 Los Angeles County (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 system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

The COUNTY recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis for recording financial transactions, 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:

- Recorded accruals must be reversed in the subsequent accounting period.

1.1 If a CONTRACTOR 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 each year of the contract and at the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.2 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, or are applicable to that Agreement year.

ACCOUNTING SYSTEM

2.0 Each CONTRACTOR 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 requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

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:	Debit	Credit
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 cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost 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 cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on expense documentation requirements.

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 the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS 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 (at a minimum last four digits of the SSN)
- 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 discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 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 CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity for the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of

the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

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. CONTRACTOR shall report to the local law enforcement agency having jurisdiction any act, or acts, which may reasonably be thought to constitute a crime and which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

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, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

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, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. *Photocopies (including scanned images) of invoices or receipts,*

any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards 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. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), 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. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

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 beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. 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. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

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 shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company owned vehicles also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the participants.

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser 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 a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) 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. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation 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 made available at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

6.0 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 Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

CONTRACTOR shall not 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. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

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's use. 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

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

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. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

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. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements shall be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash purchases), shall be made using an Agency check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the 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 duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing 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 original 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, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. ***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 card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded 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, the employee making the purchase, and the justification for 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 upon 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. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

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.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto, except as permitted by State or federal law.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same, or similar work should be paid proportionately less than a full-time salaried employee.

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 shall not make retroactive salary adjustments 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 transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing, or through the use of electronic approvals where applicable, by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land can not be depreciated. All other capital assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, 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

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY'S contract.

Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, 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 source(s) 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 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.
- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.
- Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

Physical security should be adequately maintained over fixed assets to prevent misuse or theft of COUNTY property.

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets 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 purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets in accordance with the Contract.

- 5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks, etc.) shall be bonded.

6.0 Investments – COUNTY program funds shall not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the 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 applicable OMB Circular(s). 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, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

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 Agreement.

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 Allocable Expenses

For CONTRACTORS that operate programs or 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(s), agencies shall define their allocable expenses 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 for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., 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 the employees' timecards and the payroll expenses 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 relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes 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 significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) 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 direct 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, rentals, 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
 - 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 will not be not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- 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 which were 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. GOVERNANCE

OVERVIEW

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation

- misuse or dissipate scarce public resources

1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, ~~or~~ officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to recommend to the Board of Directors compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends in excess of \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in a year in federal awards, the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization

are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.
- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;
 - ✓ Internal audit outsourcing services;
 - ✓ Management functions or human resources;
 - ✓ Investment adviser, or investment banking services;
 - ✓ Legal services and expert services unrelated to the audit.

G. 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.

3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online: www.lacountyfraud.org
Email: hotline@auditor.lacounty.gov
Toll Free: (800) 544-6861
U.S. Mail: Los Angeles County Fraud Hotline
Office of County Investigations
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 515
Los Angeles, CA 90012



**Department of the Treasury
Internal Revenue Service**

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

ATTACHMENT F

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

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

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

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

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

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II - Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

“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



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



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S
NAME: _____
CONTRACT NO. _____

CONTRACTOR'S ADMINISTRATION:

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:

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name (Contractor's 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.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

CERTIFICATION

Bidder 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 Bidder engages in activities subjecting it to those laws during the term of a County contract, Bidder 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

Bidder 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)

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date _____

Chapter 2.201 LIVING WAGE PROGRAM

[2.201.010 Findings.](#)

[2.201.020 Definitions.](#)

[2.201.030 Prospective effect.](#)

[2.201.040 Payment of living wage.](#)

[2.201.050 Other provisions.](#)

[2.201.060 Employer retaliation prohibited.](#)

[2.201.070 Employee retention rights.](#)

[2.201.080 Enforcement and remedies.](#)

[2.201.090 Exceptions.](#)

[2.201.100 Severability.](#)

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services

contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The Chief Executive Officer and the internal services department shall be responsible for the administration of this chapter. The Chief Executive Officer and the internal services department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the internal services

department 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.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the internal services department. The internal services department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
-

2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"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. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 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. 99-0048 § 1 (part), 1999.)

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)										
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ___/___/___ to payroll period: ___/___/___	(5) For Month Ending:									
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:									
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):										
(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)										
Print Authorized Name:		Grand Total (All Pages)										
Authorized Signature:		Date: / /		Title:		Telephone Number (include area code) ()		Page: of				

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or
indirectly, to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person, and that no deductions have been made either directly or
indirectly, from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended
(48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

Empty rectangular box for listing deductions.

- 2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
[] In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
[] Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title | Owner or Company Representative Signature: | Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

PART G – REQUIRED FORMS

Forms submitted in your proposal must be clearly labeled in accordance with the RFP Form numbering, including inserts. Signatures must be in “blue” ink.

List of Required Forms

BUSINESS PROPOSAL REQUIRED FORMS	
Form 1	Proposer's Organization Questionnaire/Affidavit
Form 2	Business Structure Registration Documents (Insert as Attachments)
Form 3	List of Current Members of Board of Directors/Other Agencies
Form 4	Board of Director's Resolution (Insert as Attachment if using Proposer's letterhead)
Form 5	Proposer's List of Business Partners or Associates
Form 6	Proposer's Certification of Ownership and Financial Interest
Form 7	Proposer's References
Form 8	Proposer's List of Contracts
Form 9	Prospective Contractor List of Terminated Contracts
Form 10	Proposer's Involvement in Litigation and Contract Compliance Difficulties
Form 11	Certification of "No Conflict of Interest"
Form 12	Familiarity of the County Lobbyist Ordinance Certification
Form 13	Local Small Business Enterprise (SBE) / Community Business Enterprise Form (CBE)
Form 14	Proposer's/Offeror's EEO Certification
Form 15	Attestation of Willingness to Consider GAIN/GROW Participation for Employment
Form 16	Jury Service Program and Application for Exception and Certification
Form 17	Organizational Chart (Insert Organizational Chart)
Form 18	Resumes, Degrees, Licenses, Certificates of Identified Staff
Form 19	Organizational Licenses, Permits and Certification
Form 20	Proof of Insurability (Insert as attachment)
Form 21	Revenue Disclosure (non-public Proposer)
Form 22	List of Proposer's Commitments
Form 23	Audited Financial Statement (Insert as attachment)
Form 24	Charitable Contributions Certification
Form 25	Transitional Job Opportunities Preference Application
Form 26	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Form 27	Contractor's Certification Of Compliance With Child, Spousal, And Family Support Orders
Form 28	Contractor's Certification Of Compliance With All Federal and State Employment Reporting Requirements
Form 29	Federal Debarment Certification
Form 30	Proposers Truth and Warranty Certification
Form 31	Living Wage Program And Contractor Non Responsibility Debarment – Acknowledgement and Statement of Compliance

BUSINESS PROPOSAL REQUIRED FORMS (continued)	
Form 32	Living Wage Program And Contractor Non Responsibility Debarment – Acknowledgement and Statement of Compliance Labor/Debarment/History
Form 33	Living Wage Program – Contractor Living Wage Declaration
Form 34	Living Wage Application for Exemption
Form 35	Living Wage Model Contractor Staffing Plan
Form 36	Acknowledgement of RFP Restrictions
Form 37	Offer to Perform and Acceptance of Terms and Conditions
Form 38	Last Page of Business Proposal

COST PROPOSAL REQUIRED FORMS	
Form 39	Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
Form 40	Pricing Sheet
Form 41	Sample of Line Item Budget and Narrative
Form 42	Employee Benefit Chart (For Living Wage)

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

- 1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

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

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

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

- 4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? Yes No If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

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

Name	Year of Name Change
_____	_____
_____	_____

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

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Requirements listed in the Introduction, Section 6.0, Minimum Requirements for Qualifications as Proposer, of this Request for Proposal, as listed below.

(List each minimum requirement stated in the Introduction, Section 6.0)

Check the appropriate boxes:

- | | | |
|--|-----------------|---|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Sub-section 6.1 | Proposer must comply with the RFP format and requirements set forth in the PART B, PROPOSAL SUBMISSION REQUIREMENTS of this RFP when submitting its proposal |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Sub-section 6.2 | Proposer must have five years experience, within the last seven years, providing training services or services equivalent or similar to the services identified in RFP, PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK). |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Sub-section 6.3 | Proposer must demonstrate project management experience gained during the last seven years, including experience that resulted in the successfully completion of project and/or contract goals. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Sub-section 6.4 | Proposer must have demonstrated experience in facilitating collaborative efforts with other public and private agencies throughout Los Angeles County, which resulted in the leveraging of resources and services to provide an integrated service delivery model for clients served. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Sub-section 6.5 | Proposer and its principals must be in good standing and must not be currently debarred from receiving the award of contracts by any Federal, State or County agency unless an exception has been authorized by State and Federal regulations. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Sub-section 6.6 | Proposer must attend the mandatory Proposers' Conference scheduled for December 10, 2012, from 10:30 AM to 12:30, PM PST. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Sub-section 6.7 | Proposer must submit proposals by January 11, 2013, at 5:00 PM, PST. |

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

Proposer's Name:

Address:

E-mail address: _____ Telephone number _____

Fax number: _____

On behalf of _____ (Proposer's name),

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

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date...

County WebVen Number

BUSINESS ENTITY REGISTRATION DOCUMENTS

Attached the applicable documents for your organization:

- Articles of Incorporation
- Fictitious Name Statement
- Original Statement of Information (most recent state filing certified by Blue Seal) SI -200
- Exempt Organization Determination Letter from the Internal Revenue Service indicating recognition of Proposer's tax-exempt status (non-profit corporation) under Section 501(c)(3) of the Tax Code
- Determination of Exemption Letter from the State of California Franchise Tax Board indicating recognition of Proposer's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701
- Other applicable document

LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES

Legal Name of Agency:

First Name	Last Name	Address, City, State	Phone (P): FAX (F):	Other Agency's*
			P: ()	
			F: ()	
			P: ()	
			F: ()	
			P: ()	
			F: ()	
			P: ()	
			F: ()	

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

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

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date _____

BOARD OF DIRECTORS RESOLUTION

BE IT RESOLVED THAT ON _____ 2012, THE BOARD OF DIRECTOR'S OF _____

(LEGAL NAME OF PROPOSER)

HEREBY AUTHORIZES AND DIRECTS ITS CEO, PRESIDENT, OR EXECUTIVE DIRECTOR (Circle One) TO FILE THE ATTACHED PROPOSAL WITH THE LOS ANGELES COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO PROVIDE INDIVIDUALIZED TRANSITION SKILLS SERVICES.

ATTESTED:

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

OR

Proposer can use their own agency's letterhead authorizing personnel to file the attached proposal(s) and signed by members of the Board of Directors

PROPOSER’S LIST OF BUSINESS PARTNERS OR ASSOCIATES WITHIN THE PAST FIVE (5) YEARS

Legal Name of Agency:

Name	Address, City, State	Telephone and Fax Numbers	Agency Name	Type of Business Association	Currently a Los Angeles County Employee (Y/N)	If Yes	Name of Department
							Payroll Title
		P: ()					
		F: ()					
		P: ()					
		F: ()					
		P: ()					
		F: ()					
		P: ()					
		F: ()					

(Please make additional copies of this form if necessary)

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

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

Date _____

PROPOSER’S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

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

Yes _____ No _____

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

Print Name and Title Address

Telephone Number Contact Person

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

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date

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

Yes _____ No _____

If yes, provide name of business:

Print Legal Name of Business Address

Telephone Number Contact Person

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

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date

PROPOSER’S REFERENCES

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. A minimum of three (3) contracting agencies will be contacted.

Legal Name of Firm	Address of Firm	Contact Person	Telephone No. ()	Fax No. ()
1. _____ Name or Contract No.		Number of Years/Term of Contract	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person	Telephone No. ()	Fax No. ()
2. _____ Name or Contract No.		Number of Years/Term of Contract	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person	Telephone No. ()	Fax No. ()
3. _____ Name or Contract No.		Number of Years/Term of Contract	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person	Telephone No. ()	Fax No. ()
4. _____ Name or Contract No.		Number of Years/Term of Contract	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person	Telephone No. ()	Fax No. ()
5. _____ Name or Contract No.		Number of Years/Term of Contract	Type of Service	Dollar Amount \$

(Please make additional copies of this for if necessary)

PROPOSER’S LIST OF CONTRACTS

List all contracts completed during the last five years showing year, type of services, dollar amount of services provided, location, contracting agency, and name and phone number of the contact person on the contract.

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFP? Yes/No	Location of Service Provided
1.						
Contact Person: Telephone #: () Fax #: ()						

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFP? Yes/No	Location of Service Provided
2.						
Contact Person: Telephone #: () Fax #: ()						

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFP? Yes/No	Location of Service Provided
3.						
Contact Person: Telephone #: () Fax #: ()						

(Please make additional copies of this form if necessary)

PROPOSER’S LIST OF TERMINATED CONTRACTS

Proposer’s Name: _____

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

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

PROPOSER’S INVOLVEMENT IN LITIGATION AND CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the applicant.

	YES	NO
1. Is the agency currently, or within the past seven years, involved in litigation?	___	___
2. Is the director currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?	___	___
3. Are any agency staff members unable to be bonded?	___	___
4. Have there been unfavorable rulings by a funding source against the agency for improper or contract compliance deficiencies?	___	___
5. Has the agency or agency director ever had public or foundation funds withheld?	___	___
6. Has the agency or agency director refused to participate in any fiscal audit or review requested by a government agency or funding source?	___	___

EXPLANATION (Use separate page)

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

Proposer Name

Proposer Official Title

Official's Signature

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

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

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

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

Signature:_____ Date:_____

Familiarity of the County Lobbyist Ordinance Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ NAICS CODE: _____

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

My County (WebVen) Vendor Number _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

IV. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

PROPOSER’S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

Revised 10/03/11

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

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

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

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

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

_____YES (subject to verification by County) _____NO

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

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

GAIN/GROW ATTESTATION - 10-14-03

**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:

Revised 10/3/11

ORGANIZATIONAL CHART

Insert Chart

Proposer shall submit an organizational chart detailing proposed organization structure and position/classification to provide services described in Part E of this Statement of Work. Chart shall include the names of staff (if known at time of proposal submission), classification and assignment. This chart will include executives as well as the Proposer’s Program Director and which descends to staff personnel anticipated to work on this Contract.

RESUMES, DEGREES, LICENSES, CERTIFICATES OF IDENTIFIED STAFF

Insert applicable forms. Group inserts by staff member.

**COPIES OF LICENSES, CERTIFICATION, AND PERMITS REQUIRED FOR
PROVISION OF INDIVIDUALIZED TRANSITION SKILLS SERVICES**

Insert - Proposer must submit copies of all licenses and permits necessary for the provision of the specified services. Example, license for assessment tool. Indicate NONE, if none is applicable.

PROOF OF INSURABILITY

Insert Acord (Certificate of Insurance)

Proposer must provide “Proof of Insurability”, indicating that it meets all insurance requirements set forth in Part D, Sample Contract, Sub-section 4.1, General Insurance Requirements and Sub-section 4.2, Insurance Coverage Requirements.

If Proposer currently has the required insurance coverage for another County program service, a copy of that Certificate of Insurance may be submitted with this proposal. However, if selected and awarded a Contract under this RFP, Proposer will be contacted to provide a Certificate of Insurance naming this program service.

If Proposer does not currently have the required coverage, a letter from a qualified insurance carrier, indicating a willingness to provide the required coverage should the Proposer be selected to receive a Contract award, may be submitted with the Proposal. In conjunction with the letter of certification, Proposer shall provide, upon County’s request, copies of Proposer’s current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.

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

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

REVENUE DISCLOSURE

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

LIST OF PROPOSER’S COMMITMENTS

Legal Name of Agency

- Yes, there are commitments (please list below).
- No, there are no commitments.

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

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

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Date

AUDITED FINANCIAL STATEMENTS

Insert Statements

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)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

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

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

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

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____

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

_____ do hereby certify that our
(Name of Prospective Contractor)

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

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

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

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

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

Date

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

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

Date

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

_____ do hereby certify that our
(Name of Prospective Contractor)

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

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

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

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

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

Date

Federal debarment certification

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
 Office of Grants Management
 Office of the Assistant Secretary for Management and Budget
 Department of Health and Human Services
 200 Independence Avenue, S.W., Room 517-D
 Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children’s services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children’s services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

INDIVIDULIZED TRANSITION SKILLS SERVICES

PROPOSERS TRUTH AND WARRANTY CERTIFICATION

Bidder certifies that all statements in the bid are true. This shall constitute both a representation and warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

Name and Title (e.g., CEO, President, Executive Director, COO, CFO, Secretary, etc.)

Authorized Signature

Date

Name and Title (e.g., CEO, President, Executive Director, COO, CFO, Secretary, etc.)

Authorized Signature

Date

Name and Title (e.g., CEO, President, Executive Director, COO, CFO, Secretary, etc.)

Authorized Signature

Date

Name and Title (e.g., CEO, President, Executive Director, COO, CFO, Secretary, etc.)

Authorized Signature

Date

LIVING WAGE PROGRAM

**CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

CONTRACTOR NON-RESPONSIBILITY DEBARMENT ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following boxes below:

LIVING WAGE ORDINANCE:

The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**

The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**

The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date

LIVING WAGE PROGRAM

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

If applicable, Firm must complete and submit a separate form (make photocopies of form) for each instance of any of the following (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/Agent's Authorized Signature:
City, State, Zip Code:	Print Name and Title:

Public Entity Name:		Date of Incident:
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

Additional Pages are attached for a total of _____ pages.

LIVING WAGE PROGRAM

CONTRACTOR LIVING WAGE DECLARATION



COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Living Wage Program). You must declare your intent to comply with the Living Wage Program.

If you believe that you are exempt from the Living Wage Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

Please check the option that best describes your intention to comply with the Living Wage Program.

- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract, but will pay into the plan **less than \$2.20 per hour** per employee. Therefore, I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. Therefore, I will pay an hourly wage of at least **\$9.64 per hour** per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other: _____

(Specify)

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

PART G- Form 34
Page 1 of 3

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the LW Program. To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference and by the due date set forth in the solicitation document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):

I am requesting an exemption from the LW Program for the following reason(s) (*attach to this form all documentation that supports your claim*):

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (*attach IRS Determination Letter*).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

Page 2 of 3

- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

Continued from previous page

Page 3 of 3

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- I, **or my collective bargaining unit, have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly

Quarterly

Bi-Annual

Annually

Other: _____

(Specify)

- I, **or my collective bargaining unit, do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

LIVING WAGE PROGRAM

MODEL CONTRACTOR STAFFING PLAN

LIVING WAGE - CONTRACTOR STAFFING PLAN

DATE: 02/02/2010
 COMPANY NAME XYZ COMPANY
 COMPANY ADDRESS 1234 STREET, CITY STATE ZIP
 PROJECT URITY SERVICES
 DEPARTMENT NAME XXXX DEPT

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/PART TIME	HOURLY RATE	HEALTH INS. YES/NO	HOURS							COUNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
									MON.	TUES	WEDS	THURS	FRI	SAT	SUN				
LANCASTER 1150 AVENUE J LANCASTER	NAME	OFFICER		8:00 TO 17:00	8	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/1/2001	
POMONA 100 W. SECOND POMONA	NAME	OFFICER		8:00 - 19:00	10	FULL TIME	\$9.64	YES	10	10	10	10			40		11/13/2001		
POMONA 100 W. SECOND POMONA	NAME	OFFICER		8:00 TO 18:00	10	FULL TIME	\$9.64	No					10	10	10	30	10		
SANTA FE SPRINGS 10298 S. SLUSHER DRIVE SANTA FE SPRINGS	NAME	OFFICER		8:00 - 17:00	11	FULL TIME	\$11.84	No	8	8	8	8	8		40		5/5/2001		
SANTA FE SPRINGS 10298 S. SLUSHER DRIVE SANTA FE SPRINGS				17:00 TO 20:00			\$17.76	No	3	3	3	3	3		15 OT				
SHATIO 418 SHATIO LOS ANGELES	NAME	OFFICER		7:00 TO 18:00	10	FULL TIME	\$11.84	No	10	10	10	10			40		7/2/2001		
LOS ANGELES 418 SHATIO LOS ANGELES	NAME		ROVER	7:00 TO 18:00	10	PART TIME	\$11.84	No					10		10		8/30/2001		
WILSHIRE 9078 WILSHIRE BLVD. LOS ANGELES	NAME	OFFICER 0-1		8:00 TO 18:00	8	FULL TIME	\$11.84	No	8	8	8	8	8		40		5/20/2001		
LOS ANGELES 9078 WILSHIRE BLVD. LOS ANGELES		OFFICER 0-2		18:00 TO 24:00	8	FULL TIME	\$11.84	No	8	8	8	8	8		40		5/21/2001		
LOS ANGELES 9078 WILSHIRE BLVD. LOS ANGELES		OFFICER 0-3		24:00 TO 8:00	8	FULL TIME	\$11.84	No	8	8	8	8	8		40		5/21/2001		
LOS ANGELES 9078 WILSHIRE BLVD. LOS ANGELES	NAME		ROVER	8:00 TO 18:00	8	FULL TIME	\$11.84	No						8	8	16 OT		7/28/2001	
LOS ANGELES 9078 WILSHIRE BLVD. LOS ANGELES	NAME		ROVER	8:00 TO 24:00	8	FULL TIME	\$11.84	No						8	8	16 OT		7/7/2001	
LOS ANGELES 9078 WILSHIRE BLVD. LOS ANGELES	NAME		ROVER	24:00 TO 8:00	8	PART TIME	\$11.84	No						8	8	16		7/12/2001	
LOS ANGELES 9078 WILSHIRE BLVD. LOS ANGELES	NAME	SUPV 4			2	FULL TIME	\$24.00	YES	2	2	2	2	2		10	30	5/1/2001		

Sector 1 Lancaster, North Hollywood
 Sector 2 Covina, Pomona, and Monterey Park
 Sector 3 Pasadena, Torrance, Commerce, B Monte and Lakewood
 Sector 4 Los Angeles

RFP Model - 02/17/10

ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP.

- B. Proposer understands that if it is determined by the County that the proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer Title

Signature Date

**OFFER TO PERFORM AND
ACCEPTANCE OF TERMS AND CONDITIONS**

_____ (Proposer's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Proposals (RFP) for Los Angeles COUNTY under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 365 days following the RFP submission due date stated in the RFP cover letter.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date

LAST PAGE OF BUSINESS PROPOSAL

(This is a sample and this page should be submitted in the agency's letterhead.)

Respectfully submitted,

(Firm or Corporate Name)

By _____

Print Name _____

Its _____
(Title, i.e., President, V.P., etc.)

By _____

Print Name _____

Its _____
(Title, i.e., President, V.P., etc.)

Date _____

Address _____

City _____

State: _____ Zip Code _____

Telephone _____

Federal Tax Identification Number _____

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
and ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

C. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

D. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

E. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

F. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP.

G. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer Title

Signature Date

**INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICE
(RFP # 12-044)
PRICING SHEET**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

Individualized Transition Skills Program	Unit of Service	Price
Preparation Period (First two months of contract term)	Monthly Rate*	\$ _____
ITSP – TDS hourly session rate	Per hour	\$ _____
ITSP – TDS rate, if TAY is a No-Show at designated Session meeting place.	Per attempt**	\$ _____
Life Skills Assessment	Per assessment	\$ _____
Incentive Pay	Per Six Month Period	\$ <u>75</u>

Individualized Transition Skills Program (Dates are subject to Change)			Contract Period Cost
Contract Period	Initial (Base) Period	July 1, 2013 through June 30, 2014 or January 1, 2014 through December 31, 2014	\$ _____
	1 st Option to Extend	July 1, 2014 through June 30, 2015 or January 1, 2015 through December 31, 2015	\$ _____
	2 nd Option to Extend	July 1, 2015 through June 30, 2016 or January 1, 2016 through December 31, 2016	\$ _____
	3 rd Option to Extend	July 1, 2016 through June 30, 2017 or January 1, 2017 through December 31, 2017	\$ _____
	4 th Option to Extend	July 1, 2017 through June 30, 2018 or January 1, 2018 through December 31, 2018	\$ _____
	5 th Option to Extend - 6 Months	July 1, 2018 through December 31, 2018 or January 1, 2019 through June 30, 2019	\$ _____

Authorized Signature

Print Name and Title

Date

* Maximum of 1/12 of proposed annual budget
** Maximum of 25% of TDS hourly rate

PART G –Form 41

The sample on the next page has been provided as a guide. Proposers can use their own line item budget format. Line item budget is required for the initial contract period and four optional one-year extension periods, and one six-month optional extension period.

SAMPLE LINE ITEM BUDGET SHEET

Contractor's Name: _____

Service Category: _____

Date Prepared: _____

DIRECT COST (List each staff classification)

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

*FTE = Full Time Equivalent Positions

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

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Payroll Taxes	\$ _____

Insurance (List Type/Coverage. See Sample Contract, Part I, Section 4.0, Insurance Requirements)

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

Total Insurance/Misc. S & S \$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

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

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

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

TOTAL MONTHLY COSTS \$ _____

Insert Budget Narrative

All proposals must have a narrative, attached to the line item budget, providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. Include adequate explanations or descriptions of costs within each category of service.

A narrative for each contract period (initial period, four optional one-year extension periods and one six-month optional extension period) is required. Be sure to include the title of appropriate contract period for each narrative.

EMPLOYEE BENEFITS**Medical Insurance/Health Plan:**

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Annual Deductible
Employee \$_____ Family \$_____

Coverage (✓)

_____ Hospital Care (In Patient _____ Out Patient _____)
 _____ X-Ray and Laboratory
 _____ Surgery
 _____ Office Visits
 _____ Pharmacy
 _____ Maternity
 _____ Mental Health/Chemical Dependency, In Patient
 _____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Life Insurance:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Vacation:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$_____ Employee Pays \$_____ Total Premium \$_____

PART H – SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

Chapter 2.201 LIVING WAGE PROGRAM

[2.201.010 Findings.](#)

[2.201.020 Definitions.](#)

[2.201.030 Prospective effect.](#)

[2.201.040 Payment of living wage.](#)

[2.201.050 Other provisions.](#)

[2.201.060 Employer retaliation prohibited.](#)

[2.201.070 Employee retention rights.](#)

[2.201.080 Enforcement and remedies.](#)

[2.201.090 Exceptions.](#)

[2.201.100 Severability.](#)

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services

contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The Chief Executive Officer and the internal services department shall be responsible for the administration of this chapter. The Chief Executive Officer and the internal services department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the internal services

APPENDIX D

department 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.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the internal services department. The internal services department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 2011-0066 § 3, 2011; Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

APPENDIX D

2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00."Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.
"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. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 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. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

[2.202.010 Findings and declarations.](#)

[2.202.020 Definitions.](#)

[2.202.030 Determination of contractor non-responsibility.](#)

[2.202.040 Debarment of contractors.](#)

[2.202.050 Pre-emption.](#)

[2.202.060 Severability.](#)

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005; Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

G. Determination of “non-responsibility” means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is “non-responsible” for purposes of that particular contract.

H. “Bid or proposal” means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

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

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor’s acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county 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 omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor’s acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor’s acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county’s interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor’s overall performance record. For example, the county may evaluate the contractor’s activity cited as the basis for the debarment in the broader context of the contractor’s overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor’s wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years,

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

APPENDIX F

**GUIDELINES FOR ASSESSMENT OF PROPOSER
LABOR LAW/PAYROLL VIOLATIONS**

COUNTY DETERMINATION	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ (b) Phone: _____	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.gov/charities/statutes.php/>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix G is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

**TRANSMITTAL FORM TO REQUEST A REQUEST FOR PROPOSALS
PROPOSED CONTRACTOR SELECTION REVIEW**

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

The above-referenced vendor, a proposer with respect to the above-referenced solicitation, is requesting a **Proposed Contractor Selection Review** based on the assertions shown below. Vendor understands that this request **must be received** by the County within _____ of the Debriefing Meeting.

Vendor asserts that the vendor's response to the solicitation should have been determined to be the highest-scored proposal because of one or more of the following reason(s):

- Department materially failed to follow procedures specified in its solicitation document
- Department made identifiable mathematical or other errors in evaluating proposals
- A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- Another basis for review as provided by state or federal law, explain below:

Vendor must provide detailed factual support for each reason checked above. The support must be sufficiently detailed to demonstrate that, but for the reasons checked above, the vendor would have been the highest-scored proposer. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's proposal and/or with respect to the recommended proposer's proposal. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date of Debriefing Meeting: _____
Reviewed by: _____
Results of Review - Comments: _____ _____ _____
Date Response sent to Vendor: _____

TRANSMITTAL FORM TO REQUEST A COUNTY REVIEW PANEL

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

For the reasons stated in the above-referenced vendor's Transmittal Form to Request a Proposed Contractor Selection Review (PCSR) and any permissible additional reasons stated below, the vendor is requesting a County Review Panel. Vendor understands that this request must be received by the County by the **date specified in the department's response to the vendor's PCSR**.

In addition to the reasons stated in the vendor's PCSR, the vendor asserts that the vendor's response to the solicitation should have been determined to be the lowest cost, responsive and responsible bid because of one or more of the following reason(s):

- Department materially failed to follow procedures specified in its solicitation document
- Department made identifiable mathematical or other errors in evaluating proposals
- A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- Another basis for review as provided by state or federal law, explain below:

Vendor understands that these additional reasons will only be considered at the County Review Panel Meeting if the vendor demonstrates that these additional reasons arose out of the department's response to the vendor's PCSR.

Vendor must provide detailed factual support for each additional reason checked above. The support must be sufficiently detailed to demonstrate that (i) but for the additional reasons checked above, the vendor would have been the lowest cost, responsive and responsible bidder and (ii) such additional reasons arose out of the department's response to the vendor's PCSR. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's bid and/or with respect to the recommended bidder's bid. *(Attach additional pages and supporting documentation as necessary.)*

Vendor further understands that **only the items referenced in** this Transmittal Form will be considered at the County Review Panel Meeting. Vendor has included all documents and other material needed to support the assertions.

Please check one:

- I will have legal counsel at the County Review Panel Meeting
- I will *not* have legal counsel at the County Review Panel Meeting

Request submitted by: _____ (Name) _____ (Title)

For County use only

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

Reviewed by: _____

Date request submitted to the ISD to convene a Panel: _____

Date of County Review Panel Meeting: _____

Date report due from Panel: _____

Date report sent by Department to Vendor: _____

Results of Panel Report: Protest Denied Protest Valid

Comments: _____
