

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)
NUMBER CMS #12-067**

FOR

TRANSITIONAL HOUSING PROGRAM-PLUS (THP-Plus)



MAY 2013

**TRANSITIONAL HOUSING PROGRAM PLUS (THP-Plus)
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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 (DCFS) 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 (RFP) is to solicit proposals from organizations that can provide a Transitional Housing Program-Plus (THP-Plus) Services for former Foster/Probation youth from DCFS and Probation for up to 36 months of cumulative service including the possibility of six months beyond June 30, 2017, if such additional time is necessary to complete the

negotiation or solicitation of a new contract. The goal of THP-Plus is to provide independent living opportunities for eligible THP-Plus Participants to practice life-skills in a safe environment and to assist with the transition from dependence to self-sufficiency through supervised housing and supportive services.

It is the County's intent to award a contract per Service Planning Area (SPA) to the Proposer with the highest scored proposal, granted that the proposal achieves at least 70% of the maximum points available. However, should the County receive an insufficient number of proposals, or receives non-responsive proposals for any given SPA, the County may at its sole discretion issue a contract to a Proposer with the next highest scored proposal with scores at or above 70% of the maximum points available, from an adjacent SPA(s). Should the County determine its service need to be greater after the release of this RFP, the County may award more than one contract to any given SPA based on its need, and available funding.

Referrals per SPA are based on the need of the County and the THP-Plus Participant's need, and are subject to change without notice. The contract does not guarantee a minimum number of referrals per contract year.

4.0 Overview of Solicitation Document

This 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 on how to prepare and submit their proposal(s)

PART C: SELECTION PROCESS AND EVALUATION CRITERIA
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 to request: 1) Solicitation Requirements Review; 2) Disqualification Review; 3) Proposed Contractor Selection Review; and 4) County Review Panel

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 Contract, Section 1.0, Applicable Documents and Defined Terms, and Part E, Exhibit A to Sample Contract (Statement of Work), Part A: Project Foundation, 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 be a Non-Profit Organization as evidenced by designation in a 501(c)(3) Non-Profit Designation letter from the Internal Revenue Service and Non-Profit Determination letter from the State of California Franchise Tax Board.
- 6.2 Proposer must submit for approval a County of Los Angeles THP-Plus Certification Provider Plan that includes all of the components referenced on Form 33, County of Los Angeles THP-Plus Certification Provider Plan Guidelines, under Part G, Required Form, of the RFP.
 - A complete original THP-Plus Certification Provider Plan and one copy must be properly labeled in separate binders, and must be submitted together with the proposal(s) no later than July 24, 2013, by 12:00 p.m. PST to:

Department of Children and Family Services

Contracts Administration Division
425 Shatto Place, 4th Floor, Room 400
Los Angeles, CA 90020

- The original Provider Plan and copy's cover binders must state the name of your organization, the title of the RFP "Transitional Housing Program-Plus," the RFP number, and the title of the plan "Los Angeles THP-Plus Certification Provider Plan".
 - Original provider plan must be clearly marked "Original" on the front of the cover binder. Copy of the provider plan must also be marked "Copy".
- 6.3 Proposer's submitted County of Los Angeles THP-Plus Certification Provider Plan must be approved and certified prior to the execution of a THP-Plus contract.
- 6.4 Proposer must have a minimum of four years experience, within the last seven years, as a transitional housing provider or four years of experience providing case management services to Transition Age Youth/ (Foster/Probation Youth). The experience must include the provision of educational and employment support services to youth equivalent or similar to the services identified in RFP, Part E, Exhibit A to Sample Contract (Statement of Work), Section 11.0, Service Deliverables.
- 6.5 Proposer must demonstrate project management experience in working with transitional housing services gained during the last seven years, including experience that resulted in the successful completion of project and/or contract goals.
- 6.6 Proposer must have demonstrated experience, during the last seven years, in facilitating collaborative efforts with 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.
- 6.7 Proposer must demonstrate financial stability for the past three years (i.e., no court judgments within the last three years) of proposal submission date.
- 6.8 Proposers shall ensure their program is clearly distinguishable from those that are required to be licensed as an Adult Residential Facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).

- 6.9 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.

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 at 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 on July 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, Part I, Unique Terms and Conditions, Section 3.0, Term.
- 8.2 The term of this contract may be extended for up to two additional one-year periods, for a total of three 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 reflected in Sub-section 8.2 above, on an automatic month-to-month basis, for a period of time not to exceed six months. If all options to extend are expired, the term of the contract will be three years and 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 total program allocation is approximately \$2,165,106 annually. This funding is contingent on state funding allocations and may be increased or decreased during the life of any resultant contracts. Funds are disbursed on a per-client basis, with limitations set on the number of clients rather than establishment of an Annual Maximum Contract Amount for each contractor.

9.0 Contract Rates

The fixed cost/rate for each THP-Plus participant is \$2,200 a month, or pro-rated if less than one month for the entire term of the Contract.

10.0 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/or 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.

11.0 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 contract, 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.

12.0 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

13.0 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.

14.0 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 14.2 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.

14.1 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.

14.2 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 42.0, in Part B, Proposal Submission Requirements)
- Review of a Disqualified Proposal (Reference Section 50.0, in Part C, Selection Process and Evaluation Criteria)
- Review of Department's Proposed Contractor Selection (Reference Section 52.0, in Part C, Selection Process and Evaluation Criteria)

15.0 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, the 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."

15.1 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.**

16.0 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions and 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, Sections 5.0, Insurance Requirements and 11.0, Indemnification.

17.0 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

18.0 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.

19.0 Background and Security Investigations

Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract (Part D, Sample Contract, Part I, Unique Terms and Conditions, Section 7.0, Background and Security Investigations). Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

20.0 Confidentiality and Independent Contractor Status

Contractor shall be required to comply with the Confidentiality provisions contained in Part D, Sample Contract, Part I, Unique Terms and Conditions, Section 8.0 and Part D, Sample Contract, Part II, Standard Terms and Conditions, Section 31.0, Independent Contractor Status.

21.0 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 or economic dependent of such employee, 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 Forms, Form 11, Certification of "No Conflict of Interest".

22.0 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.

22.1 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.

- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 22.6 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.
- 22.7 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.

23.0 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.

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.

- 23.5 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.
- 23.6 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.
- 23.7 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 23.8 Part H, Supplemental Information and Transmittal Forms, Appendix A provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

24.0 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).

25.0 Gratuities

- 25.1 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.

25.2 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.

25.3 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.

26.0 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.

27.0 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 Contract - Attachments, Attachment D, of this RFP.

28.0 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, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part G – Required Forms, Form 14, along with their proposal.

29.0 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.

30.0 Recycled-Content Paper

Proposer shall be required to comply with the County's policy on recycled content-paper as specified in Part D, Sample Contract, Part II Standard Terms and Conditions, Section 46.0.

31.0 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 Contract - Attachments, Attachment F of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

32.0 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.

32.1 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 33.0, Jury Service Program, of this RFP.

32.2 The County also has a Policy on Doing Business with Small Business that is stated in Part H, Supplemental Information and Transmittal Forms, Appendix B.

33.0 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 E, and the pertinent jury service provisions of Part D, Sample Contract, PART II, Standard Terms and Conditions, Section 13.0 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.

33.1 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.

33.2 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.

33.3 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 15, 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.

34.0 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.

35.0 Transitional Job Opportunities Preference Program

- 35.1 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.
- 35.2 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.
- 35.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in Part G, Required Forms, Form 24, and submit it along with all supporting documentation with their proposal. If preference is not being requested for consideration, mark Not Applicable on form.

36.0 Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, and with applicable provision of the Health Information Technology for Economic and Clinical Health (HITECH) Act, as contained in Part F, Exhibits to Sample Contract, Attachment J.

37.0 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 E. 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.

37.1 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 23. A completed Form 23 is a required part of any agreement with the County.

37.2 In Part G, Required Forms, Form 23, 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

37.3 Prospective County contractors that do not complete Part G, Required Forms, Form 23 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)

38.0 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 25. 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.

PART B - PROPOSAL SUBMISSION REQUIREMENTS

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

39.0 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.

40.0 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.

41.0 RFP Timetable

The following timeline represents the County's best estimate of the schedule that shall be followed in this solicitation 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 (PST).

- Release RFP on or about Friday, May 24, 2013
- Written Questions Due (Proposers' Questions) June 6, 2013, 5:00 PM
- Deadline to Submit Request for Solicitation June 7, 2013, 5:00 PM
Requirements Review
- Proposer's Conference June 14, 2013, 9:00 AM
- Questions and Answers Released July 5, 2013
- Deadline for Proposal Submission July 24, 2013, 12:00 PM
- Deadline to Request Disqualification Review August 9, 2013, 5:00 PM
- Tentative Award Recommendation September 30, 2013
- Deadline to Request Review of Proposed Contractor Selection October 18, 2013, 5:00 PM
- Board Hearing June 3, 2014 or later
- Anticipated Contract Start Date July 1, 2014 or date approved by the Board of Supervisors, whichever is later

42.0 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Part H, Supplemental Information and Transmittal Forms, Appendix F, Transmittal Form to Request an RFP 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.

43.0 Proposer's Questions

Proposers may submit written questions regarding this RFP by mail, fax, or e-mail to the RFP coordinator identified below. All questions must be received by June 6, 2013, 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: THP-Plus RFP Administrator
E-mail Address: THP-Plusadministrator@dcs.lacounty.gov
FAX: (213) 637-2554

44.0 Proposers' Conference

A **Non-Mandatory Proposers' Conference** will be held to discuss the RFP Requirements. County staff will respond to questions from potential Proposers. All interested potential Proposers **are invited and encouraged to** attend this conference. The conference is scheduled as follows:

June 14, 2013
9:00 AM to 12:00 PM, PST
Department of Children and Family Services
Maclaren Children's Center
4024 North Durfee Avenue
El Monte, CA 91724

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 or about July 5, 2013, on the Los Angeles County Doing Business website and DCFS website.

45.0 Preparation of the Proposal

A complete original proposal and four copies 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 original proposal and four 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 original proposal and four copies' cover binders must state the title of the RFP "Transitional Housing Program Plus for Former Foster/Probation Youth from

DCFS and Probation (THP-Plus, #12-067),” the name of your organization and the SPA number(s) it is submitting for.

- Original proposal must be clearly marked “Original” on the front of the cover binder. Copies of proposal must also be marked with the appropriate copy number on the front of the cover binder. The tabs of each binder must also be marked accordingly.
- Original proposal and copies must be typewritten on 8-1/2" X 11" white bond paper.
- Each page must be clearly and consecutively numbered, including all attachments.
- Each section of the proposal must have a tab identifying the section.

46.0 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)
- Proposal Required Forms (Section E)
- Last Page of Proposal (Section F)

46.1 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 SPA(s) your organization seeks to propose for;
- 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 (FAX) 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.

46.2 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 Members 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.

46.3 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.

46.4 Executive Summary (Section A)

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

46.5 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 mandatory 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 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. Proposer's References, Part G, Required Forms, Form 7

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

2. Proposer's 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. Proposer's 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.

46.6 Proposer's Approach to Provide Required Service Deliverables (Section C)

Using your agency's response (Provider Plan) to the County of Los Angeles THP-Plus Certification Provider Plan Guidelines (Part G, Required Forms, Form 33 of the RFP), **further describe** in detail how the services will be performed to meet the intent of Part E, Statement of Work and its outcomes. Section C shall not exceed 50 written pages using 12 point, Arial font, single-sided, single-spaced. **Your response shall include, but not be limited to:**

1. Describe briefly how your agency will enhance or exceed expectations in performing each service task mentioned under Part E, Exhibit A to Sample Contract (Statement of Work), Part C, Service Description, Section 11.0 Service Deliverables as follows:
 - Duties Related to Property Management
 - Duties Related to Case Management
2. Describe how your agency will assist the participants with pursuing the goals of the Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP-TILP), and how you will ensure that they participate in those goals.
3. Describe how your agency will provide educational support with the goal of the participants completing their high school diploma or GED Certificate, and seeking post-secondary education.
4. Describe how your agency will provide employment support with the goal of the youth having a living wage that is sufficient for them to maintain self-sufficiency at the time of exit from the program.
5. What type of training will your agency provide to its employees that will work under this contract?
6. What furniture and appliances will be available to the THP-Plus participants when they move-in and during their stay in their homes for the duration of their participation in THP-Plus? How will you ensure that the housing site, furniture, and appliances are maintained in good condition throughout the participants' stay in the program?
7. Describe how your agency will provide assistance and support to ensure that the participants exit to permanent housing.

8. What can your agency do to ensure the success of the THP-Plus program towards each participant's transition from dependence to self sufficiency through supervised housing and supportive services as stated in Part E, Exhibit A to Sample Contract (Statement of Work)?
9. Describe your agency's experience in developing & sustaining collaborative relationships with other agencies to help participants in the THP-Plus program.
10. Describe briefly any unique features in your THP-Plus program plan that will enhance the Proposer's ability to provide quality services to the THP-Plus participants and the County.
11. How will the Proposer meet the performance outcomes goals listed in Part E, Exhibit A to Sample Contract (Statement of Work)?

The THP-Plus Program plan and Section C of winning proposals may be included as an exhibit to the Contract's Statement of Work.

46.7 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 Goals. Section D shall not exceed seven pages.

The following factors must 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

46.8 Proposer's Green Initiatives (Section D)

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, Project Foundation, Section 5.0, CONTRACTOR'S General Responsibilities, sub-sections 5.16 and 5.17. Describe your company's current environmental policies and practices and those proposed to be implemented.

46.9 Proposal Required Forms (Section E)

Proposal shall include all completed, signed, and dated forms identified in Part G, Required Forms.

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	Proposer's 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	Proposer's/Officer's EEO Certification
Form 14	Attestation of Willingness to Consider GAIN/GROW Participation for Employment
Form 15	Jury Service Program and Application for Exception and Certification
Form 16	Organizational Chart (Insert)
Form 17	Resumes, Degrees, Licenses, Certificates of Identified Staff (Insert)
Form 18	Organizational Licenses, Permits and Certification (Insert)
Form 19	Proof of Insurability (Insert)
Form 20	Revenue Disclosure (non-public Proposer)
Form 21	List of Proposer's Commitments
Form 22	Audited Financial Statements (Insert)
Form 23	Charitable Contributions Certification
Form 24	Transitional Job Opportunities Preference Application
Form 25	Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Form 26	Contractor's Certification of Compliance with Child, Spousal, and Family Support Orders
Form 27	Contractor's Certification of Compliance with All Federal and State Employment Reporting Requirements
Form 28	Proposer's Truth and Warranty Certification
Form 29	Acknowledgement of RFP Restrictions
Form 30	Offer to Perform and Acceptance of Terms and Conditions
Form 31	Pricing Schedule
Form 32	Sample Line Item Budget and Narrative
Form 33	County of Los Angeles THP-Plus Provider Plan Guidelines
Form 34	Last Page of Proposal

46.9.1 Financial Capability

Proposer shall submit two most recent audited financial statements not to exceed 24 months prior to the time of submission, as Form 22. 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.

47.0 Proposal Submission

The original Proposal and four 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:

**PROPOSAL FOR
TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS) FOR
FORMER FOSTER/PROBATION YOUTH FROM
DCFS AND PROBATION
RFP #CMS 12-067
SPA(s) _____**

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: Kimberly Foster, Section Manager

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 41.0, RFP Timetable, will not be accepted and will be 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

48.0 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 July 25, 2013. Please allow sufficient time to submit your proposals, including the time to locate parking, deliver your proposal(s) to the correct location; and obtain a receipt. Proposals will not be accepted after 12:00 PM, PST on July 24, 2013, at 12:00.

48.1 The selection process will be conducted as follows:

A. Responsiveness Review of Proposals received – A preliminary review of the Proposer's compliance with the mandatory requirements, including Proposer's eligibility and Submission Guidelines. The Responsiveness Review is a Pass or Fail review determination of:

- Proposer's adherence to Proposer's minimum qualification in Introduction, Section 6.0, Minimum Mandatory Requirements;
- Proposal format instruction listed in Part B, Section 45.0, Preparation of the Proposal;
- Proposal Format, Section 46.0; and

48.1.A.1 Proposals received by July 24, 2013, at 12:00 PM, PST, will be reviewed for responsiveness and responsibility. Proposals received after the deadline are non-responsive, and will be returned to the Proposer.

48.1.A.2 Any Proposers who submits an incomplete proposal and/or has incomplete or missing forms, may be disqualified, and their proposal will be eliminated from further consideration.

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

48.1.A.4 The County will notify the Proposer of a rejection/disqualification that occurs during the technical review process.

48.1.A.5 Proposals that pass the responsiveness review portion of

the selection process will then proceed to Proposal Review portion of the evaluation process.

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

B. Proposal Review: The evaluation and scoring of the proposals under Section 46.0, Proposal Format. The evaluation committee(s) shall be determined by County, and shall evaluate proposals in accordance with the evaluation criteria outlined in this RFP. Each proposal will be read and evaluated by at least three separate reviewers.

48.1.B.1 Review of the Proposer's Qualifications (Section B of proposal, per RFP Section 46.0, sub-section 46.5), Approach to Providing Services (Section C of proposal per RFP Section 46.0, sub-section 46.6), Quality Control Plan and Green Initiative (Section D of proposal, per RFP Section 46.0, sub-section 46.7 and sub-section 46.8), and Forms 22 and 32 (Section E of proposal) of the proposal shall be conducted.

48.1.B.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.

48.1.B.3 The scores of proposals shall be calculated and ranked in descending numerical sequence. Proposals with the highest scores for each SPA shall be tentatively awarded a contract.

48.1.B.4 After a prospective Contractor has been selected for each SPA, 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.

48.1.B.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.

49.0 Adherence to Minimum Mandatory 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 mandatory requirements as outlined in Section 6.0 of this RFP.

Failure of the Proposer to meet the minimum mandatory 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.

50.0 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:

- 50.1 The person or entity requesting a Disqualification Review is a Proposer;
- 50.2 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 50.3 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.

51.0 Proposal Evaluation and Criteria (100%)

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

51.1 Proposer's Qualifications (20%) – Sub-section 46.5 - Section B of Proposal

51.1.1 Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.

51.1.2 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 (CARD), if applicable, reflecting past performance history on County or other contracts. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

51.1.3 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.

51.2 Proposer's Approach to Providing Required Service Deliverables (40%) - Sub-section 46.6-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.

51.3 Proposer's Quality Control Plan and Green Initiative (25%) – Sub-section 46.7 and 46.8 - 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. The Proposer's Green Initiative is also to be evaluated for its adherence to the green requirements specified in the Statement of Work.

51.4 Proposer's Financials (15%) – Part E of Proposal – Forms 22 and 32

The Proposer's financial capability will be reviewed and scored in four categories: Quick Ratio, Current Ratio, Expenses to Income Ratio: and Long Term Financial Viability. Form 32 will be reviewed to ascertain if each line item is allowable, applicable to the services and reasonable.

52.0 Department's Proposed Contractor Selection Review

Departmental Debriefing Process

- 52.1 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.
- 52.2 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.
- 52.3 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 52.4 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

Proposed Contractor Selection Review

- 52.4 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.
- 52.5 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:
- 52.5.1 The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
- 52.5.2 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
- 52.5.3 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

52.6 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 53.0 below).

53.0 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 52.5 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.

54.0 Notification of Award

- 54.1 All Proposers will be notified in writing of the final selection.
- 54.2 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.
- 54.3 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.
- 54.4 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 54.5 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.

55.0 Formal Approval of Contract

- 55.1 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.

55.2 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.

55.3 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.

56.0 Selection Process Disclaimer

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

56.2 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.

56.3 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

**TRANSITIONAL HOUSING PROGRAM PLUS (THP-Plus) FOR FORMER
FOSTER/PROBATION YOUTH FROM DCFS AND PROBATION**

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

NAME OF AGENCY

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

AND

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

JULY 1, 2014

PART D - SAMPLE CONTRACT
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PROGRAM FOR FORMER FOSTER/PROBATION YOUTH
FROM DCFS AND PROBATION YOUTH (THP-Plus) CONTRACT

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PART D - SAMPLE CONTRACT

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EXHIBIT B-1: PRICING SCHEDULE

EXHIBIT B-2: LINE ITEM BUDGET AND NARRATIVE

EXHIBIT B-3: MONTHLY BUDGET

EXHIBIT C: MONTHLY INVOICE

EXHIBIT D: ATTACHMENTS

Attachment A	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment B	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment B-1	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
Attachment B-2	CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement
Attachment C	Auditor-Controller Contract Accounting and Administration Handbook
Attachment D	Internal Revenue Service Notice 1015
Attachment E	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment F	Safely Surrendered Baby Law Fact Sheet
Attachment G	CONTRACTOR'S Administration
Attachment H	COUNTY'S Administration
Attachment I	Charitable Contributions Certification
Attachment J	CONTRACTOR'S Obligation under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment K	DCFS/PROBATION THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures
Attachment L	Proposer's Provider Plan
Attachment M	Confidentiality of CORI Information

EXHIBIT E: SEMI-ANNUAL EXPENDITURE REPORT

SAMPLE CONTRACT

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES TRANSITIONAL HOUSING PROGRAM – PLUS (THP-PLUS) FOR FORMER FOSTER/PROBATION YOUTH FROM DCFS AND PROBATION CONTRACT

Transitional Housing Program-Plus (THP-Plus) for Former Foster/Probation Youth from DCFS and Probation (hereinafter referred to as “Contract”).

This Contract is made and entered into this _____ day of _____ 20XX 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 Transitional Housing Program-Plus services for former Foster/Probation youth from DCFS and Probation; and

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

WHEREAS, this Contract shall provide independent living opportunities for eligible THP-Plus participants to practice life skills in a safe environment and to assist with the transition from dependence to self-sufficiency through supervised housing and supportive services; 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:

SAMPLE CONTRACT

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, Standard Terms and Conditions, Section 7.0, Changes and Amendments and signed by both parties.
- 1.2 Exhibits A, B-1, B-2, B-3,C, D and E, Attachments A, B, B-1, B-2, C, D, E, F, G, H, I, J, K, L, and M 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, Statement of Work, Exhibits, and Attachments.

Exhibit A	Statement of Work
Exhibit B-1	Pricing Schedule
Exhibit B-2	Line Item Budget
Exhibit B-3	Monthly Budget
Exhibit C	Monthly Invoice
Exhibit D	Attachments
Attachment A	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment B	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment B-1	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
Attachment B-2	CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement
Attachment C	Auditor-Controller Contract Accounting and Administration Handbook
Attachment D	Internal Revenue Service Notice 1015

SAMPLE CONTRACT

Attachment E	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment F	Safely Surrendered Baby Law Fact Sheet
Attachment G	CONTRACTOR'S Administration
Attachment H	COUNTY'S Administration
Attachment I	Charitable Contributions Certification
Attachment J	CONTRACTOR'S Obligation under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment K	DCFS/PROBATION THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures
Attachment L	Proposer's Provider Plan
Attachment M	Confidentiality of CORI Information

- 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. **Budget** – means the CONTRACTOR'S itemized list of expenses that describes the use of the rate amount for the THP-Plus participants.
 - B. **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.
 - C. **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.
 - D. **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.
 - E. **COUNTY** – means the Department of Children and Family Services and the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.
 - F. **COUNTY's Board of Supervisors** - means the governing body of the County of Los Angeles.
 - G. **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.

SAMPLE CONTRACT

- H. **Day or Days** – means, whether singular or plural, whether with initial letter capitalized or not, shall mean calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- I. **DCFS** - means COUNTY's Department of Children and Family Services.
- J. **Director** - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- K. **Expended Funds or Expended or Expenditures** – means THP-Plus funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and services of THP-Plus participants. Expended funds must be reasonable and allowable in accordance with Part I: Unique Terms and Conditions, Section 14.0, Use of Funds, Subsection 14.4 of this Contract.
- L. **Fiscal Year(s)** - means the 12 month period beginning July 1st and ending the following June 30th.
- M. **Maximum Contract Sum** - means the total amount to be paid under this contract.
- N. **Net County Costs** – means services or expenditures paid by the County from the County General Fund.
- O. **Program** - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- P. **Quality Control Plan** – means a system developed by CONTRACTOR which defines all necessary measures taken to assure that the quality of the CONTRACTOR'S services will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.
- Q. **Real Property** – means Land and anything growing on, attached to, or erected on it.
- R. **Subcontract** - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- S. **THP-Plus** – means Transitional Housing Program for Emancipated (former) Foster/Probation Youth.

SAMPLE CONTRACT

- T. **THP-Plus Participant** - means an emancipated foster or probation youth who resides in the Transitional Housing Program-Plus unit.
- U. **Un-Expended Funds or “unExpended”** - means THP-Plus funds, received through this Contract, which are retained and not spent by CONTRACTOR in accordance with Part I: Unique Terms and Conditions , Section 14:0, Use of Funds, Subsection 14.6 of this Contract.

2.0 FUNDING FOR THE CONTRACT

Funding for this Contract is 100% contingent on State Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) Services funds.

3.0 TERM

- 3.1 The term of this Contract shall commence on July 1, 2014 or the date of execution by the Director of Children and Family Services, and Chief Probation Officer whichever is later, and shall expire on June 30, 2015 or one year from the date of execution by the Director of Children and Family Services, and Chief Probation Officer whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 COUNTY shall have the sole option to extend the Contract term for up to two additional one-year periods, for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS, 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.
- 3.3 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.
- 3.4 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 at the address herein provided in Exhibit B, Attachment H, County's Administration.

SAMPLE CONTRACT

- 3.5 The term of this Contract may also be extended by the Director of DCFS and Chief Probation Officer by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond June 30, 2017, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that in the event the State of California fails to pay the COUNTY/DEPARTMENT OF CHILDREN AND FAMILY SERVICES claim for THP-Plus services provided by the CONTRACTOR, the COUNTY is not financially liable to the CONTRACTOR.
- 4.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced contract. Contract amount shall not exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B-1, Pricing Schedule based on the number of THP-Plus Participants and amount of time of each THP-Plus Participant.
- 4.3 CONTRACTOR shall not exceed the maximum capacity of ___ THP-Plus Participants per month (based on full-month placement).
- 4.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 4.5 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from

SAMPLE CONTRACT

CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 4.6 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 Exhibit B, Attachment H, County's Administration.
- 4.7 CONTRACTOR'S budget is attached hereto and incorporated by reference herein as Exhibit B-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.
- 4.8 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased or modified pursuant to Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget. (See 4.7 above)
- 4.9 Time is of the essence with regards to CONTRACTOR'S performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

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5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting CONTRACTOR'S indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsections 5.1 and 5.2 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.

5.1.1 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

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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.

- 5.1.2 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.
- 5.1.3 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

SAMPLE CONTRACT

(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.

- 5.1.4 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.
- 5.1.5 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.
- 5.1.6 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.
- 5.1.7 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.
- 5.1.8 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.

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- 5.1.9 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.
- 5.1.10 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.
- 5.1.11 Application of Excess Liability Coverage: CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 5.1.12 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.
- 5.1.13 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.
- 5.1.14 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.
- 5.2 Insurance Coverage Requirements:
- 5.2.1 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:

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

- 5.2.2 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.

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

6.0 INVOICES AND PAYMENTS

- 6.1 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 Exhibit B-1, Pricing Schedule, as supported by the 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.

- 6.2 CONTRACTOR'S invoices shall contain the information set forth in Exhibit A, Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 6.3 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,

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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.

- 6.4 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.
- 6.5 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-122. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 6.6 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: Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

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County of Los Angeles,
Department of Children and Family Services
Attention: THP-Plus Program Manager
3530 Wilshire Blvd. Suite 400
Los Angeles, CA 90010

- 6.7 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY. 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 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

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timely basis; if there are continuing deficiencies in CONTRACTOR'S reporting, record keeping or invoicing requirements; or if CONTRACTOR'S performance of the work is not adequately evidenced or performed.

- 6.12 COUNTY will prorate the payment for THP-Plus participants that are served for less than a full month. The pro rata payment will be calculated by multiplying the monthly rate by a fraction, where the number of days the THP-Plus participant was actually served is the numerator and the number of days in the invoiced month is the denominator. Payment shall commence as of the admission date and end on the effective termination date.
- 6.13 If the State fails to reimburse the COUNTY'S claim for THP-Plus services and the COUNTY has already paid the CONTRACTOR for such services, CONTRACTOR shall return to COUNTY all payments made corresponding to THP-Plus services. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification from the COUNTY.
- 6.14 Payment to CONTRACTOR for services performed will be made only if the State will pay the claim for THP-Plus services submitted by the COUNTY/DCFS. COUNTY has no obligation to pay the CONTRACTOR if the State fails to pay COUNTY/DCFS for these specific services.
- 6.15 In the event that COUNTY identifies an excess payment made to CONTRACTOR, and/or any other excess funds issued by COUNTY on behalf of THP-Plus participant during the term or within five (5) years after expiration of this contract or contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute a contract to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

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

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

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- 6.16 If CONTRACTOR registers a notice of dispute pursuant to Section 6.15, the Division Chief will evaluate the adequacy of the CONTRACTOR'S written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR'S written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS Corrective Action Plan (CAP). Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days via first class mail to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR'S response to the DCFS CAP and issue a final required DCFS Corrective Action Plan within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to withhold placement of additional THP-Plus participants.
- 6.17 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.
- 6.18 Provided that COUNTY shall remove all THP-Plus participants on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

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7.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.
- 7.2 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.
- 7.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR'S staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.4 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.
- 7.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 7.6 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.

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8.0 CONFIDENTIALITY

- 8.1 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.
- 8.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 8.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D, Attachment B, "Contractor Acknowledgement and Confidentiality Agreement."
- 8.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment B-1, "Contractor Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 8.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment B-2, "Contractor Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 8.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 8.7 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.
- 8.8 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,

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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 8.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this sub-section 8.8 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.

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

8.10 Confidentiality Requirements for Probation

8.10.1 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.

8.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Attachment M, "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.

9.0 CONTRACTOR'S STAFF IDENTIFICATION

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

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10.0 CONTRACTOR'S WORK

- 10.1 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.
- 10.2 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.
- 10.3 If the State will not pay the claim of the COUNTY for THP-Plus services, CONTRACTOR will not get paid as mentioned under Part I: Unique Terms and Conditions, Section 4.0, Contract Sum, Subsection 4.1; and Section 6.0, Invoices and Payments, Subsection 6.13. The 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.

11.0 INDEMNIFICATION

- 11.1 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 fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.
- 11.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Agreement and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Section 5.2.3, to any and all CONTRACTOR for injuries arising from or connected with Services performed under this Contract.
- 11.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in Part II: Standard Terms and Conditions, Section 31.0, Independent Contractor Status, Subsections 31.1 and 31.2.

12.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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:
- 12.4.1 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;
- 12.4.2 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
- 12.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 12.5 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.

13.0 FINANCIAL REPORTING

- 13.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Expenditure Report (Exhibit E). This report will require

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sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator.

- 13.2 The Semi-Annual Expenditure report shall be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.
- 13.3 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 13.4 In the event that the expenditure report is not filed timely, COUNTY may limit additional THP-Plus participants.
- 13.5 The Semi-Annual Revenue and Expenditure report and total program cost display shall be mailed to:

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

14.0 USE OF FUNDS

- 14.1 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.
- 14.2 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 14.3 CONTRACTOR shall use THP-Plus funds paid to and Expended by CONTRACTOR only for the care and Services of THP-Plus participants, in order to maintain the standards of care and services consistent with the Statement of Work and the THP-Plus payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the then current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Attachment C).

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- 14.4 CONTRACTOR shall Expend THP-Plus funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THP-Plus participants. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Attachment C). Any THP-Plus funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part II: Standard Terms and Conditions, Section 38.0, Notice of Dispute.
- 14.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of THP-Plus funds, paid to and expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THP-Plus participants, and to determine the appropriate disposition of unallowable Expenditures.
- 14.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR'S un-Expended funds; and (2) CONTRACTOR'S accumulated, unexpended THP-Plus funds received from COUNTY between July 1, 2014, through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to July 1, 2014. CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Expenditure Report (Exhibit E).

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than one month budgeted revenues for COUNTY'S THP-Plus Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of THP-Plus participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR'S TAUF, at the end of June 30, 2015 exceeds the TAUF Ceiling, CONTRACTOR shall return to COUNTY a Cashier's check with the Semi-Annual Report to:

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

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

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Subsections 15.2, 15.3, and 15.4 are internal DCFS/Probation procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS/Probation may vary from the current protocol and procedures when such variance is required to protect the health and safety of Emancipated Youth. A copy of the COUNTY'S current policies and procedures is attached herein as Attachment K, DCFS/Probation Transitional Housing Program for Emancipated Foster/Probation Youth Contract Investigation/Monitoring/Audit Remedies and Procedures.

15.1 Corrective Action Plan (CAP)

When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR'S deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a Corrective Action Plan and DCFS/Probation and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR'S commitment to remedy such deficiencies. The CAP procedures are further discussed in Attachment K, DCFS/Probation Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) Contract Investigation/Monitoring/Audit Remedies and Procedures.

15.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of youth to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, DCFS/Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a

SAMPLE CONTRACT

minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 15.1, and as further described in Attachment K, DCFS/Probation THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

15.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of youths to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR Status), when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 15.1, and as further described in Attachment K, DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

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

15.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all THP-Plus participants from the CONTRACTOR'S care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 15.1, and as further described in Attachment K ,

SAMPLE CONTRACT

DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Attachment K DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

15.5 Notice Requirements

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

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Attachment K) to discuss the COUNTY'S decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Attachment K, DCFS/Probation Transitional Housing Program for Emancipated Foster/Probation Youth Contract Investigation/Monitoring/Audit Remedies and Procedures).

15.6 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Attachment K then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part II, Section 38.0, Notice of Dispute.

15.7 Termination Status

Nothing herein shall preclude the COUNTY from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all THP-Plus participants from the CONTRACTOR'S supervision. In such

SAMPLE CONTRACT

event, no DCFS/Probation local agency grievance policies and procedures will occur.

16.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit D, Attachment J, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit D, Attachment J, CONTRACTOR'S Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

SAMPLE CONTRACT

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 D, Attachment G, 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 D, Attachment H, 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.

SAMPLE CONTRACT

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

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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:

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- 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
- 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
- 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
- 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
 - 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
 - 8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
 - 8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

SAMPLE CONTRACT

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 COMPLAINTS

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

10.2 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.

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

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- 10.2.2 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.
- 10.2.3 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.
- 10.3 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.
- 10.4 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.
- 10.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

11.0 COMPLIANCE WITH APPLICABLE LAWS

- 11.1 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.
- 11.1.1 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.
- 11.1.2 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).

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- 11.2 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.
- 11.3 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.

12.0 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 D, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

13.0 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 D, Attachment E, and incorporated by reference into and made a part of this Contract.

- 13.1 Written Employee Jury Service Policy

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- 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

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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.

14.0 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.

15.0 CONFLICT OF INTEREST

15.1 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.

15.2 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.

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

16.1 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.

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

17.0 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.

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

18.1 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 D, Attachment C, Auditor-Controller Contract Accounting and Administration Handbook.

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

19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

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20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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

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object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 20.6 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.
- 20.7 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.
- 20.8 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.
- 20.8.1 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.
- 20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

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20.10 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: <https://www.sam.gov/portal/public/SAM/>

21.0 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 D, Attachment I, 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).

22.0 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.

23.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

23.1 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

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during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

- 23.2 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.

24.0 EMPLOYEE BENEFITS AND TAXES

- 24.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 24.2 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.

25.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 25.1 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.
- 25.2 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

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regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

26.0 EVENTS OF DEFAULT

26.1 Default for Non-Performance

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

26.1.1 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

26.1.2 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.

26.2 Default for Insolvency

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

26.2.1 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;

26.2.2 The filing of a voluntary petition in bankruptcy;

26.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

26.3 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.

27.0 FAIR LABOR STANDARDS

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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.

28.0 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.

29.0 FORMER FOSTER YOUTH CONSIDERATION

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

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

29.2 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).

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

30.0 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.

31.0 INDEPENDENT CONTRACTOR STATUS

31.1 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.

31.2 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.

31.3 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.

31.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment B-1, "CONTRACTOR Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment B-2, CONTRACTOR Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

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32.0 LIQUIDATED DAMAGES

- 32.1 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.
- 32.2 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.
- 32.3 The action noted in Sub-section 32.2 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.

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32.4 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 32.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

33.0 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'.)

34.0 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.

35.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

35.1 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.

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

35.3 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

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other forms of compensation, and selection for training, including apprenticeship.

- 35.4 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.
- 35.5 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.
- 35.6 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.
- 35.7 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.
- 35.8 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.

36.0 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.

37.0 NOTICE OF DELAYS

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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.

38.0 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.

39.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

40.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D, Attachment G, CONTRACTOR's Administration and Attachment H, 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.

41.0 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.

42.0 PROPRIETARY RIGHTS

42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become

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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.

- 42.2 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.
- 42.3 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."
- 42.4 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 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 42.4 for:
- 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 42.3;
- 42.5.2 Any materials, data and information covered under Sub-section 42.2; and

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- 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 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.
- 42.7 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.
- 42.8 The provisions of Sub-sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Contract.

43.0 PUBLIC RECORDS ACT

- 43.1 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, Standard Term and Conditions, Section 45.0, 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.
- 43.2 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.

44.0 PUBLICITY

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- 44.1 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:
- 44.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 44.1.2 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.
- 44.2 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.

45.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 45.1 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.
- 45.2 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

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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.

- 45.3 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).
- 45.4 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.
- 45.5 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.
- 45.6 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.

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46.0 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.

47.0 SAFELY SURRENDERED BABY LAW

47.1 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.

47.2 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 D, Attachment F, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

48.0 SUBCONTRACTING

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

48.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

48.2.1 A description of the work to be performed by the Subcontractor;

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- 48.2.2 A draft copy of the proposed subcontract; and
- 48.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 48.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 48.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 48.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 48.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 48.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
 - 48.7.1 An executed Exhibit D, Attachment B-1, "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 48.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, sub-section 5.2 Insurance Coverage Requirements, of this Contract, and
 - 48.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 48.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.

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- 48.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 48.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 48.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

49.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 49.1 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:
- 49.1.1 CONTRACTOR has materially breached this Contract;
- 49.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 49.1.3 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.
- 49.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 49.1, 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.
- 49.3 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-

SAMPLE CONTRACT

section 49.2 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.

- 49.4 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 49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 50.0, Termination for Convenience.
- 49.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 49.1, 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 49.2, 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.
- 49.5.1 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

SAMPLE CONTRACT

way change, or affect the provisions of Part I, Section 11.0, Indemnification.

- 49.6 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.

50.0 TERMINATION FOR CONVENIENCE

- 50.1 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.
- 50.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 50.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 50.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 50.3 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.

51.0 TERMINATION FOR IMPROPER CONSIDERATION

- 51.1 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.

SAMPLE CONTRACT

- 51.2 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.
- 51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

52.0 TERMINATION FOR INSOLVENCY

- 52.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 52.1.1 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;
 - 52.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
 - 52.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or
 - 52.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
- 52.2 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.

53.0 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.

54.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

SAMPLE CONTRACT

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.

55.0 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.

56.0 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.

57.0 WARRANTY AGAINST CONTINGENT FEES

57.1 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.

57.2 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.

58.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

By: _____
Philip L. Browning, Director
Department of Children and
Family Services

By: _____

Name _____

Title _____

BY: _____
Jerry E. Powers
Chief Probation Officer

By: _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

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

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

**Transitional Housing Program Plus (THP-Plus) for
Former Foster/Probation Youth from DCFS and Probation**

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.

**TRANSITIONAL HOUSING PROGRAM
FOR TRANSITION FOSTER/PROBATION YOUTH (THP-Plus)**

STATEMENT OF WORK

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STATEMENT OF WORK

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

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

PART A – PROJECT FOUNDATION

2.0 PURPOSE

In 2001, the California Legislature passed Assembly Bill (AB) 427 (Chapter 125, 2001, expanded with AB 1119 Chaptered 2002), and AB 824 (Chapter 2005) authorizing transitional housing services to former Foster/Probation youth who were issued a court order placement after 18 years of age, and who are over 18 years of age and under 24 years of age. These services are managed and funded by the State's Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus). However, at that time counties had to participate in the Supportive Transitional Emancipation Program (STEP). No county opted to participate because STEP required the use of Federal Independent Living Program (ILP) funds. AB 1119 de-linked THP-Plus from STEP and funding for this program is exclusively financed by the State THP-Plus.

The County of Los Angeles, Department of Children and Family Services (DCFS), and the Probation Department (Probation) provide transitional housing services to these former Foster/Probation youth who are at risk of homelessness, through the County's THP-Plus program. The purpose of THP-Plus is to provide selected independent living opportunities and supportive services throughout Los Angeles County, for eligible THP-Plus Participants to practice life skills in a safe environment and to assist with the

transition from dependence to self-sufficiency through supervised housing and supportive services, as described in detail in this Statement of Work (SOW), for up to 24 months of cumulative service.

The goal of this program is to support and achieve two of the five of the County's Child Welfare Outcome Goals: Increased Child's Well-Being and Self-Sufficiency.

2.1 Well-Being/Self-Sufficiency: The priorities in this SOW refer to educational, life skills preparation, and independent living as well as a number of other items especially relevant to a THP-Plus setting. The Performance Outcome Summary and Service Tasks addressing this priority are found in this SOW.

3.0 DEFINITIONS

Refer to PART D, SAMPLE CONTRACT, Part I, Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Sub-section 1.5, for terms not listed below.

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. **Bathroom** – means a private room with a door, located within an apartment, condominium, Single-Family Dwelling, or college dormitory that includes a full-size sink, toilet, bathtub and/or shower.
- B. **Caring Adult** – means an adult who provides a safe, stable and secure type of parenting relationship with an unconditional commitment and lifelong support.
- C. **CDSS** – means California Department of Social Services.
- D. **Community Care Licensing (CCL)** – means the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety and quality of life for each person in Community care, through the administration of an effective collaborative regulatory system.
- E. **Contractor Program Director (CPD)** – means CONTRACTOR'S officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- F. **Corrective Action Plan (CAP)** – means a plan developed by the CONTRACTOR to correct deficiencies identified by the COUNTY Program Manager.
- G. **ILP** – means Independent Living Program
- H. **Licensed Clinical Social Worker (LCSW)** – means an individual currently licensed by the California Board of Behavioral Science Examiners to provide clinical social work or mental health treatment services.

- I. **Marriage and Family Therapist (MFT)** – means an individual currently licensed by the California Board of Behavioral Science Examiners to provide marriage, family, and child counseling, social work, or mental health treatment services.
- J. **Mentor** – means a trusted adult friend with a long-term consistent commitment to provide guidance and support to a youth.
- K. **Mentoring Program** – means a program that focuses on supporting the relationship between mentor and youth (mentee), and developing the character and capabilities of the young person.
- L. **One-Stop Career Center (One-Stop)** – means the nation’s publicly-funded resource for jobseekers and businesses. One-Stop Centers have been created to help individuals in their job search. Career counselors, computers, reference material and job leads are available at each location. Contractor may locate the closest One-Stop in Los Angeles COUNTY via the Internet at www.laworkforce.org
- M. **Permanent Housing** – means THP-Plus participant exits the program to a rental apartment or house, or a permanent stay with relatives or friends, college dormitory, or another permanent housing option.
- N. **Probation** – means Probation Department
- O. **Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP-TILP)** – means a written service delivery plan that identifies the Participant’s level of functioning and contains the educational/vocational goals related to self-sufficiency and is updated annually.
- P. **Technical Review** – means a COUNTY evaluation of a CONTRACTOR’S THP-Plus program to ensure effective implementation and Contract compliance.
- Q. **THP-Plus** – means Transitional Housing Program for Emancipated Foster/Probation Youth
- R. **THP-Plus Participant Record Folder** – means a folder that contains reports, initial case plan, case plan updates, data, and all other information or documents required for the THP-Plus participant.
- S. **THP-Plus Participant Savings** – means the rental savings each participant pays to the CONTRACTOR monthly. The savings is returned to the participant with interest at exit.
- T. **Transition Age Youth** – means youth between the ages of 16 and 25.
- U. **Transition Coordinator** – means the COUNTY’S Independent Living Program Coordinator
- V. **Transitional Resource Center** – means a community center where ILP

eligible youth can access community resources and services

W. Workforce Investment Act (WIA) – means a comprehensive range of workforce development activities through statewide and local organization

4.0 COUNTY PROGRAM MANAGEMENT

4.1 COUNTY shall appoint a County Program Manager (CPM) who shall be responsible for monitoring CONTRACTOR activities and providing technical guidance to assist CONTRACTOR in meeting or exceeding program (SOW) objectives and requirements.

4.1.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR'S performance in the day-to-day operation of this Contract.

4.1.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

4.1.3 The CPM is not authorized to make any changes to 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.

4.1.4 The CPM, responsible for daily management of Contract operation and overseeing monitoring activities, is identified as:

CPM: Bedrae Davis or Designee
County of Los Angeles
Department of Children and Family Services
Youth Development Services Division
3530 Wilshire Boulevard, 4th Floor
Los Angeles, California 90010
(213) 351-0188 Fax (213) 637-0035

4.2 COUNTY shall review CONTRACTOR'S THP-Plus Provider Plan. In addition, COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Contract, SOW, and all applicable rules and regulations related to THP-Plus CONTRACTOR. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.

4.3 COUNTY will provide CONTRACTOR with a User Complaint Report (UCR), Exhibit A-31, for every instance in which tasks defined in the SOW are not met.

4.4 DCFS or Probation shall refer to CONTRACTOR, former, non-court dependent Foster/Probation youth, ages 18 through the day before their 24th birthday, who are eligible to participate in THP-Plus.

4.5 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel who the CPM determines has performed acts, which are

inimical to the interest of the THP-Plus Participants and their children, or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.

5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 5.1 CONTRACTOR shall designate a Contractor Program Director (CPD) responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this SOW.
 - 5.1.1 The CPD shall work with the CPM to help resolve any potential areas of difficulty before a problem occurs.
 - 5.1.2 The CPD shall respond within twenty-four hours to all calls and/or reports regarding CONTRACTOR'S performance. The CPD or alternate shall be available to authorize COUNTY personnel during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except on legal holidays.
 - 5.1.3 The CPD shall respond to any and all subsequent calls within twenty-four hours.
 - 5.1.4 The CPD or other manager in the employ of the CONTRACTOR shall supervise all of CONTRACTOR'S personnel assigned to work under this SOW.
- 5.2 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and the CPD, authorized representative(s) or their designated alternates.
- 5.3 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this SOW/Contract on behalf of the COUNTY or DCFS.
- 5.4 CONTRACTOR shall ensure that their program is clearly distinguishable from those that are required to be licensed as an Adult Residential Facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- 5.5 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR'S authorized personnel that may affect the operation of this SOW. Such personnel changes are subject to the approval of the CPM or designated alternate.
- 5.6 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.
- 5.7 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.

- 5.8 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the SOW/Contract.
- 5.9 CONTRACTOR shall comply with their CONTRACTOR'S Provider Plan (Exhibit A-1).
- 5.10 CONTRACTOR shall ensure that duties related to property management are provided/facilitated by non-case management staff and duties related to case management are provided/facilitated by case management staff.
- 5.11 CONTRACTOR or designee shall attend all collaboration meetings scheduled by the COUNTY.
- 5.12 CONTRACTOR shall be available for Technical Reviews as requested by the CPM. Technical Reviews shall be conducted annually or as determined by the CPM.
- 5.13 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to youth well-being including inputting data into the Statewide Participant Tracking System. CONTRACTOR shall submit an Agency Monthly Report, (Exhibit A-20), Youth Quarterly Report (Exhibit A-20a), Agency Quarterly Participant Progress Report (Exhibit A-20b) and Twelve-Month Assessment Report (Exhibit A15a) to CPM.
- 5.14 CONTRACTOR hereby agrees to comply with any changes in the legislation regarding THP-Plus and any regulations made by California Department of Social Services (CDSS), and shall incorporate the changes into their program.
- 5.15 CONTRACTOR may require that THP-Plus Participants reimburse CONTRACTOR for the costs of damages that exceed normal wear and tear. CONTRACTOR must inform each THP-Plus Participant of the CONTRACTOR's Damage Reimbursement Policy and provide a written copy of this policy to THP-Plus Participant at the time of move-in. A Damage Reimbursement Agreement consistent with the policy should be signed by both CONTRACTOR and THP-Plus Participant. The policy should include the following requirements: 1) the CONTRACTOR must document the cost of any repairs; 2) THP-Plus Participant is not liable for any cost over the repair cost; and 3) THP-Plus Participant is not liable for the costs of normal wear and tear.
- 5.16 CONTRACTOR shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 5.17 CONTRACTOR shall notify CPM of CONTRACTOR'S proposed green initiative outlined in their proposal and any new green initiatives prior to the contract commencement.

6.0 CONTRACTOR'S STAFFING

6.1 CONTRACTOR shall be responsible for hiring and maintaining the required experienced personnel throughout the term of this SOW/Contract.

6.1.1 Staffing Requirements

At all times, CONTRACTOR shall maintain at a minimum, the following staffing ratios:

- 6.1.1.1 One **Program Director** who meets the qualifications set forth in Sub-Section 6.1.2.1 below.
- 6.1.1.2 One **Case Manager** who meets the qualifications set forth in Sub-Section 6.1.2.2 below for every 15 THP-Plus Participants (1:15).
- 6.1.1.3 One **Clinical Director** who meets the qualifications set forth in Sub-Section 6.1.2.3.
- 6.1.1.4 One part-time **Property Manager** who meets the qualifications set forth in Sub-Section 6.1.2.4 below.

6.1.2 Minimum Qualifications

6.1.2.1 CONTRACTOR'S **Program Director (CPD)** shall meet the following minimum qualifications prior to employment:

- a) A Master's Degree from an accredited or state approved graduate school, as defined in Section 94301 of the Education Code, in one of the following areas:
 - Social Work or Social Welfare
 - Marriage, Family and Child Counseling
 - Child Psychology, Child Development
 - Counseling Psychology, Social Psychology
 - Clinical Psychology or Educational Psychology. Consistent with the scope of practice as described in Section 4986.10 of the Business and Professional code
 - Education with a Counseling emphasis
 - Or equivalent Master's Degree in Human Services or Behavioral Science degree

OR

- b) Possess a Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of three years full-time experience in a public or private social service agency providing case management services to Transition

Age Youth and/or Foster/Probation Youth or supervision of case management staff.

- Accredited colleges/universities are those listed in the publications of regional, national or international accrediting agencies that are accepted by the Los Angeles County Department of Human Resources. Publications such as American Universities and Colleges and International Handbook of Universities are acceptable references.
- Also acceptable, if appropriate, are degrees that have been evaluated and deemed equivalent of degrees for United States accredited institutions by an academic credential evaluation agency recognized by The National Association of Credential Evaluation Services.

6.1.2.2 CONTRACTOR'S **Case Manager(s)** shall possess the following minimum qualifications prior to employment:

- a) A Master's Degree from an accredited or state approved graduate school, as defined in Section 94301 of the Education Code, in one of the following areas:
- Social Work or Social Welfare
 - Marriage, Family and Child Counseling
 - Child Psychology, Child Development
 - Counseling Psychology, Social Psychology
 - Clinical Psychology or Educational Psychology. Consistent with the scope of practice as described in Section 4986.10 of the Business and Professional code
 - Education with a Counseling emphasis
 - Or equivalent Master's Degree in Human Services or Behavioral Science degree

OR

- b) Possess a Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of two (2) years full-time experience in a public or private social services setting working with teenage or Transition Age Youth.

6.1.2.2.1 CONTRACTOR may use Master's level interns provided they have two years of social work experience.

6.1.2.2.2 CONTRACTOR shall employ one Case Manager for every fifteen THP-Plus Participants or fraction thereof.

6.1.2.2.3 CONTRACTOR may request a waiver from the CPM for staff who has a degree in a field other than Behavioral Science, if the person has at least five years of full-time experience working with teenage or Transition Age Youth (Foster/Probation Youth).

6.1.2.2.4 CONTRACTOR'S volunteer case management staff shall possess all the minimum qualifications as stated in Sub-Section 6.1.2.2 above. Additionally, all volunteers are subject to the same rules and regulations as paid staff.

6.1.2.3 CONTRACTOR'S **Clinical Director** shall possess the following minimum qualifications prior to employment:

a) A Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences;

OR

b) A Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences;

OR

c) A Licensed Psychologist with a current license from the California Board of Psychology.

6.1.2.4 CONTRACTOR'S **Property Manager** shall possess the following minimum qualifications prior to employment:

- Two years experience managing housing
- Knowledge of federal, state and local fair housing laws

6.1.3 CONTRACTOR shall ensure that all staff and volunteers providing THP-Plus services receive a minimum of three hours per quarter of ongoing in-service training. The training topics shall pertain to issues related to former Foster/Probation youth and include abuse identification, risk analysis, healthy behavior, harm reduction, and reporting appropriate to THP-Plus Participant population. CONTRACTOR shall maintain documentation of all training(s) conducted. The documentation shall include the topics covered, trainers name and credentials, length of training sessions, and participant sign-in sheets.

6.1.4 CONTRACTOR shall ensure that all staff and volunteers receive yearly performance evaluations to be written by their immediate supervisor or designee.

- 6.1.5 CONTRACTOR shall ensure that all case management staff receives at minimum, twice per month, individual or group clinical supervision. CONTRACTOR shall maintain documentation that includes the date, time, topics covered and signatures of participants.
- 6.1.6 CONTRACTOR shall maintain documentation in the personnel files of all staff, interns, and volunteers of: (1) copies of resumes, degrees, and professional licenses; (2) copies of current criminal clearances; and (3) performance evaluations.

PART B – TARGET POPULATION

7.0 TARGET DEMOGRAPHICS

7.1 The target demographic for THP–Plus are former Foster/Probation youth who are at least 18 years of age and under 24 years of age, and that the COUNTY has determined are eligible, and referred to the CONTRACTOR based upon one or more of the following indicators:

- History of substance abuse
- Multiple placements within the Foster Care system
- Previous engagement with the Juvenile Justice System
- No high school diploma or GED
- Lack of family support network
- Learning disabilities
- Little or no attachment to the labor force
- Pregnant or parenting youth

All youth must meet the following additional eligibility requirements:

- All participants must have/had a Suitable Placement order at age 18 or later.
- All participants must be ILP eligible or were ILP eligible prior to their 21st birthday.
- THP-Plus Participant's county of origin must have an approved THP-Plus plan on file with CDSS.

PART C – SERVICE DESCRIPTION

8.0 SERVICE DELIVERY SITES

- 8.1 CONTRACTOR'S office and service delivery sites (THP-Plus units and THP-Plus services) shall be located within Los Angeles County.
- 8.2 CONTRACTOR shall ensure that the service delivery sites are easily accessible (e.g. public transportation, disabled youth, etc.) to the THP-Plus Participant.
- 8.3 Services shall be provided at the service delivery sites listed on SOW Exhibit A-25, Service Delivery Sites. All service delivery sites listed on SOW Exhibit A-25 shall be fully operational within thirty days of the commencement of the Contract.
- 8.4 CONTRACTOR shall request approval in writing from CPM before commencing services at any other location. CPM will provide written approval or denial of any request to CONTRACTOR.

9.0 HOUSING OPTIONS

- 9.1 CONTRACTOR shall provide THP-Plus services through at least one of the following models:
 - 9.1.1 Single-site transitional model: THP-Plus Participants live in housing at a single location owned or leased by the CONTRACTOR.
 - 9.1.2 Scattered-site transitional model: THP-Plus Participants live in housing located in multiple locations in the community that are owned or leased by the CONTRACTOR.
- 9.2 CONTRACTOR shall use one of the following housing options: 1) apartments; 2) single-family dwellings; or 3) condominiums. Apartments and/or condominiums are the preferred housing option.
- 9.3 Publicly supervised or privately operated shelters, or other living situations including those with friends, family members and others that provide temporary accommodation are **not acceptable** models under this Contract.
- 9.4 Public or private places not ordinarily used as a regular sleeping area are not acceptable, and may not be utilized by a CONTRACTOR as accommodations for THP-Plus Participants.
- 9.5 Group homes and other types of licensed residential facilities may not be utilized by a CONTRACTOR as accommodations.
- 9.6 CONTRACTOR is encouraged to utilize housing where the THP-Plus Participants may continue living in a more permanent situation following completion of the program.

- 9.7 CONTRACTOR shall not place more than three THP-Plus Participants in a single apartment, condominium or single-family residence. Requests to place more than three THP-Plus Participants, but not exceeding six THP-Plus Participants in a single site must be submitted in writing to the CPM for approval.

10.0 LENGTH OF SERVICE

The maximum time for THP-Plus participation is twenty-four cumulative months statewide.

11.0 SERVICE DELIVERABLES

CONTRACTOR shall provide the following service tasks:

11.1 Duties Related to Property Management:

THP-Plus program duties related to property management shall be provided/facilitated by non-case management staff and shall include, but not be limited to, the following:

11.1.1 THP-Plus Letter of Approval

- a) CONTRACTOR shall maintain and post their current COUNTY THP-Plus Letter of Approval in a prominent, publicly accessible location in the administrative office and sub-administrative office(s) of the CONTRACTOR.
- b) CONTRACTOR may request a change in capacity based upon a change in the number of available or projected THP-Plus Participant living units.
- c) CONTRACTOR shall comply with all federal, state, and local housing laws and fire clearance requirements including the California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et Seq.).

11.1.2 Living Unit Requirements

11.1.2.1 General Living Unit Requirements:

- a) CONTRACTOR shall ensure that each living unit is in compliance and is certified before placement of a THP-Plus Participant.
- b) CONTRACTOR shall ensure that each living unit is adequately furnished.

- c) CONTRACTOR shall secure and maintain fire clearances for each living unit if required by the local Fire Department.
- d) CONTRACTOR shall ensure that each THP-Plus Participant has his/her own bedroom and that no more than two THP-Plus Participants share one Bathroom. THP-Plus Participants may only share bedrooms with their children.
- e) If a THP-Plus Participant is disabled, the CONTRACTOR shall make the necessary modifications prior to admission to protect, assist, and maximize the THP-Plus Participant's potential for self-sufficiency, including, but not limited to: alterations to the building and grounds.
- f) THP-Plus living unit(s) shall be in close proximity (within three miles) to all of the following:
 - (1) Public transportation;
 - (2) Shopping areas;
 - (3) Medical care; and
 - (4) Supportive services. Employment opportunities shall be accessible via public transportation.

11.1.2.2 Specific Living Unit Requirements:

CONTRACTOR shall complete a Unit Verification Form (Exhibit A-26) to confirm that the requirements for each specific living unit are met before each THP-Plus Participant is placed.

11.1.3 Lease/Rental Agreements

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements.

11.1.4 Maintenance and Repair

11.1.4.1 CONTRACTOR shall replace/repair any furniture that is not in good condition within ten business days of discovery. If the furniture poses a safety hazard for the THP-Plus Participant and/or THP-Plus Participant's child(ren), it shall be repaired/replaced immediately within two business days of discovery.

11.1.4.2.1 CONTRACTOR shall replace/repair any major appliances (refrigerator, stoves, ovens, heating/air conditioning units, etc.) that are not in good condition within two business days. If the major appliance(s) poses a safety/fire hazard for the THP-Plus Participant and/or THP-Plus Participant's child(ren), it shall be replaced/repared immediately.

11.1.4.3 CONTRACTOR shall inventory each unit including the furniture and major appliances quarterly.

11.1.4.4 CONTRACTOR shall ensure that the housing sites are adequately maintained and that all maintenance requests including the THP-Plus Participant's requests are completed timely and documentation maintained.

11.1.4.5 CONTRACTOR shall not use or retain any portion of the THP-Plus Participants' individual savings to pay for repairs or damage to the living units.

11.1.5 Utility Costs

11.1.5.2 CONTRACTOR shall be responsible for connecting, maintaining, and payment for all utilities for each THP-Plus living unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each living unit. CONTRACTOR is not required to maintain telephone service at the housing sites.

11.1.6 Unit Inspections

11.1.6.2 CONTRACTOR shall inform THP-Plus Participants of the COUNTY'S authority to conduct inspections of the THP-Plus Participant's living unit, consistent with landlord-tenant law.

11.1.7 Damage to Housing Units

11.1.7.2 CONTRACTOR may deduct the cost of damage to the housing unit from the THP-Plus Participant's Emancipation Savings Fund. CONTRACTOR shall obtain three written estimates and utilize the lowest estimate. CONTRACTOR shall maintain documentation of all estimates and payment of repairs in the THP-Plus Participant's case file.

11.2 Duties Related to Case Management:

THP-Plus program duties related to case management shall be performed and/or facilitated by case management staff only and shall include, but not be limited to, the following:

11.2.1 Referral and Admission

11.2.1.1 CONTRACTOR shall develop with the COUNTY admission criteria for THP-Plus Participants in the program, including, but not limited to, consideration of the applicant's age, previous placement history, delinquency history, history of

drug and/or alcohol abuse, current strengths, level of education, mental health history, prospects for successful participation in the program, and work experience.

- 11.2.1.2 COUNTY shall review and approve the CONTRACTOR'S admission criteria to ensure that the criteria are sufficient to protect THP-Plus Participants, and that they do not discriminate.
- 11.2.1.3 CONTRACTOR shall accept referrals from the COUNTY, other THP-Plus providers, Community Stakeholders, and self-referrals from former Foster/Probation youth. CONTRACTOR shall contact the Transition Coordinator or the CPM to ensure that all youth are eligible prior to admitting him/her into the program.
 - 11.2.1.3.1 The Contract does not guarantee a minimum of referrals and/or placements. The County's acceptance of referrals and/or placements is based on the need of the County, and its funding availability.
- 11.2.1.4 CPM or designee will notify the CONTRACTOR regarding all eligible THP-Plus Participants. The CPM will then forward the potential THP-Plus Participant's Record Folder to the CONTRACTOR for review if available.
- 11.2.1.5 CONTRACTOR shall accept every referred THP-Plus Participant who meets the criteria of the CONTRACTOR'S program and target population, unless CONTRACTOR has determined the eligible THP-Plus Participant is not acceptable for admission based on the individual needs of the referred participant and the current composition of the other THP-Plus Participants.
- 11.2.1.6 CONTRACTOR shall not discriminate on the basis of race, gender, sexual orientation, or disability and that (WIC Section 16522.1 [a][1]) youth who were wards of the court as described in Welfare and Institutions Code Section 602, and youth receiving psychotropic medications, shall be eligible for consideration in the program, and shall not be automatically excluded due to these factors.
- 11.2.1.7 CONTRACTOR shall ensure that the THP-Plus Participants are allowed the greatest amount of freedom to prepare them for self-sufficiency.
- 11.2.1.8 CONTRACTOR shall ensure that the THP-Plus Participants have the right to be free from arbitrary or capricious rules; the

right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result); the right to a grievance procedure.

- 11.2.1.9 CONTRACTOR shall ensure that the THP-Plus Participant's right to confidentiality is respected. This right applies to the dissemination, retrieval and acquisition of identifiable information. The CONTRACTOR shall not release information about a THP-Plus Participant's receipt of services without a written release of information from the THP-Plus Participant.
- 11.2.1.10 CONTRACTOR shall ensure that the THP-Plus Participant's right to privacy is respected. Information shall be requested from the THP-Plus Participant only when the information is specifically necessary for the provision of services. THP-Plus Participants shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- 11.2.1.11 CONTRACTOR shall determine the THP-Plus services needed to meet the needs of the potential THP-Plus Participant based upon the STEP-TILP and other supporting documentation.
- 11.2.1.12 CONTRACTOR shall conduct a pre-placement orientation and interview with the potential THP-Plus Participant. The potential THP-Plus Participant must provide the following documents during the interview if applicable: 1) birth certificate; 2) social security card; 3) alien registration; 4) high school diploma; 4) Medi-Cal card; 5) ILP certificate; and 6) current pay stub if employed.
- 11.2.1.13 CONTRACTOR shall schedule a pre-placement site visit for the potential THP-Plus Participant if he/she agrees to consider admission with the CONTRACTOR;
- 11.2.1.14 CONTRACTOR shall request information regarding any known or suspected dangerous behavior of the referred THP-Plus Participant(s);
- 11.2.1.15 CONTRACTOR shall collaborate with the DCFS ILP Transition Coordinator and/or DPO regarding a potential THP-Plus Participant's suitability prior to admission.
- 11.2.1.16 CONTRACTOR shall not admit any potential THP-Plus Participant into the Program without prior approval from the CPM and without receipt of the completed THP-Plus Authorization for Release of Information verifying the potential THP-Plus Participant's eligibility (Exhibit A-4).

11.2.1.17 CONTRACTOR shall complete for each THP-Plus Participant within one day of move-in, the following:

11.2.1.17.1 Move-In Agreement (Exhibit A-3) signed by the THP-Plus Participant;

11.2.1.17.2 Furniture/Appliance Inventory Form (Exhibit A-12) signed by the THP-Plus Participant;

11.2.1.17.3 Unit Verification Form (Exhibit A-26);

11.2.1.17.4 Orientation Checklist (Exhibit A-14).

11.2.1.17.5 CONTRACTOR'S policies/procedures/rules

The above forms shall be signed by the THP-Plus Participant and the CONTRACTOR and filed in the THP-Plus Participant's Record Folder.

11.2.1.18 Within two days of move-in, the CONTRACTOR shall provide the THP-Plus Participants with: (1) an orientation as described in the written orientation plan; (2) copies of the CONTRACTOR'S policies/procedures/rules; (3) THP-Plus requirements; (4) DCFS Grievance and Appeals Processes (Exhibit A-5 and A-8); (5) required supportive services/trainings; and (6) copies of the signed and dated Orientation Checklist (Exhibit A-14).

11.2.1.19 CONTRACTOR shall assess each THP-Plus Participant within ten days of admission, and every twelve months thereafter using the Ansell-Casey Life Skills Assessment (Exhibit A-32) or other approved Assessment. CONTRACTOR shall incorporate the assessment results into the THP-Plus Participant's goals and training.

11.2.1.20 CONTRACTOR shall assist THP-Plus Participants with obtaining the following items if is not in their possession:1) birth certificate; 2) social security card; 3) alien registration; 4) high school diploma, and 5) Medi-Cal card.

11.2.1.21 CONTRACTOR shall assist THP-Plus Participants in developing a consistent relationship with a Caring Adult. The Caring Adult shall be an individual other than CONTRACTOR'S staff who will maintain the relationship after the THP-Plus Participant exits from the program.

11.2.2 Supplies and Services

11.2.2.1 Personal and Household Items

CONTRACTOR shall complete the Personal/Household Item Inventory (Exhibit A-27) to assess each THP-Plus Participant's needs at the time of move-in.

CONTRACTOR shall provide each THP-Plus Participant with any items that are needed. The items include but are not limited to: toiletries; cookware; dinnerware; utensils; small appliances including a microwave oven; household cleaning supplies; towels and linens; etc.

CONTRACTOR shall allow the THP-Plus Participant's to keep the items following completion of the program.

If the THP-Plus Participant(s) are residing in a single-family residence and are sharing household items, CONTRACTOR shall re-assess each THP-Plus Participant at the time of exit from the program and provide any of the items listed on the Personal/Household Item Inventory (Exhibit A-27).

CONTRACTOR shall maintain receipts for the purchased items in the THP-Plus Participant Record Folder.

11.2.2.2 Food and Necessity Stipend

CONTRACTOR shall provide THP-Plus Participant(s) a monthly stipend to purchase foods, beverages, personal hygiene, and household cleaning items. The food/necessity stipend shall be a minimum of \$175.00 for individual THP-Participants and \$225.00 for parenting THP-Plus Participants. The stipend may be provided in the form of a gift card or gift certificate.

11.2.2.2.1 CONTRACTOR may provide a food/necessity stipend of at least \$100.00 for individual THP-Plus Participants, and \$125.00 for parenting THP-Plus Participants, during the admission month if the THP-Plus Participant(s) is admitted after the 15th of the month.

11.2.2.2.2 CONTRACTOR shall begin providing the food/necessity stipend during the month following their admission if the THP-Plus Participant received a food/necessity stipend from another THP-Plus program during their admission month. CONTRACTOR shall obtain documentation of the stipend from the other THP-Plus Provider and file in the THP-Plus

Participant's Case Record Folder. CONTRACTOR shall provide a food/necessity stipend for the remaining amount if the stipend received was less than \$175.00, or \$225.00 for parenting THP-Plus Participants.

11.2.2.2.3 CONTRACTOR shall obtain receipts for the purchases made with the monthly food/necessity stipend to ensure that no unauthorized items are purchased. CONTRACTOR shall also ensure that the food/necessity stipend(s) is not exchanged for cash or lottery tickets. The receipts shall be maintained in the THP-Plus Participant's Record Folder. CONTRACTOR may purchase gift cards/certificates that prohibit these items.

11.2.2.2.4 CONTRACTOR shall decrease the food/necessity stipend by \$25.00 the following month and \$50.00 the second month if the THP-Plus Participant fails to provide receipts for items purchased. CONTRACTOR shall inform the THP-Plus Participants at admission of the possible decrease in the food/necessity stipend and obtain their signature. CONTRACTOR shall not decrease the food/necessity stipend more than \$50.00. The stipend decrease shall continue until the THP-Plus Participant begins to provide receipts for the purchases.

11.2.2.2.5 CONTRACTOR shall encourage all THP-Plus Participants to apply for Cal Fresh benefits. CONTRACTOR may decrease the stipend to \$30.00 for non-parenting youth and \$60.00 for parenting youth to purchase personal hygiene and other necessities if the THP-Plus Participant is receiving Cal Fresh benefits that exceed the amount of the food/necessity stipend. CONTRACTOR shall provide a stipend for the balance if the Cal Fresh benefits are less than the \$175.00 or \$225.00 food/necessity stipend. CONTRACTOR shall maintain documentation of the approval of Cal Fresh benefits in the THP-Plus Participant's Record Folder.

11.2.2.2.6 CONTRACTOR shall provide a stipend if a THP-Plus Participants' Cal Fresh benefits are terminated. CONTRACTOR shall also provide a food/necessity stipend to supplement the Cal

Fresh benefits if they are decreased to an amount less than the food/necessity stipend.

- 11.2.2.2.7 CONTRACTOR may provide half of the food voucher if the THP-Plus Participant has a planned exit from the program prior to the 16th of the month.
- 11.2.2.2.8 CONTRACTOR shall provide the food/necessity stipend no later than the 5th of each month.
- 11.2.2.2.9 CONTRACTOR shall maintain receipts for the purchase of the food/necessity stipends. CONTRACTOR shall ensure that each THP-Plus Participant signs the Monthly Income Log (A-24) or another distribution log to verify disbursement of the food/necessity stipend.

11.2.2.3 Employment and School Items

CONTRACTOR shall provide or assist the THP-Plus Participant with obtaining any items that the THP-Plus Participant requires to start and/or maintain employment or schooling. The items include, but are not limited to: uniforms; books and supplies, etc.

CONTRACTOR shall maintain documentation in the THP-Plus Participant's Record Folder the date the item(s) were provided to the THP-Plus Participant.

11.2.2.4 Monthly Bus Pass

CONTRACTOR shall provide each THP-Plus Participant with a monthly bus pass.

- 11.2.2.4.1 If the THP-Plus Participant(s) has an operable automobile, CONTRACTOR has the option of not providing a bus pass. CONTRACTOR shall document in the THP-Plus Participant's Record Folder if the bus pass is not provided.
- 11.2.2.4.2 If the THP-Plus Participant(s) automobile becomes inoperable at any time during the month, CONTRACTOR shall provide the THP-Plus Participant(s) with a bus pass or bus tokens.
- 11.2.2.4.3 CONTRACTOR shall provide the bus pass no later than the 5th of each month.

11.2.2.4.4 CONTRACTOR shall maintain receipts for the purchase of the bus passes. CONTRACTOR shall ensure that each THP-Plus Participant signs the Monthly Income Log or another disbursement log to verify disbursement of the bus pass.

11.2.2.5 Emancipation Savings Fund

CONTRACTOR shall maintain an Emancipation Savings Fund into which a minimum of \$50.00 is deposited from CONTRACTOR monthly for each THP-Plus Participant from the placement rate. CONTRACTOR shall begin depositing the funds thirty days after the THP-Plus Participant's admission and continue each month until the THP-Plus Participant exits. The funds shall be distributed to the THP-Plus Participant at the time of exit from the program, or earlier if approved by the CPM. If the THP-Plus Participant has an emergent discharge from the program, CONTRACTOR shall distribute the funds to the THP-Plus Participant within five business days. CONTRACTOR shall maintain documentation of all funds retained and issued to the THP-Plus Participant in the THP-Plus Participant's Record Folder.

11.2.2.5.1 CONTRACTOR shall not prorate the Emancipation Savings Fund for any THP-Plus Participant who departs the program prior to the last day of the month.

11.2.2.5.2 If a THP-Plus Participant exits the program without collecting their Emancipation Savings Fund; CONTRACTOR shall ensure that the savings remain in an open savings account.

11.2.2.6 Child Care

CONTRACTOR shall assist each THP-Plus Participant with an infant or child(ren), with obtaining childcare assistance if needed. Costs for childcare assistance shall not be paid with THP-Plus funds.

11.2.2.7 Medical and Dental Services

If medical or dental services are needed by the THP-Plus Participants, these services shall be provided by a medical or dental professional who is a Medi-Cal participant or an appropriately licensed (or otherwise legally operating – e.g. COUNTY) clinic or adult day health center that may offer

services off-site or through a home visit program, including services which are made available on a regularly scheduled basis on-site.

11.2.2.8 Individual and Group Counseling

CONTRACTOR shall ensure that THP-Plus Participants receive individual and group counseling sessions if needed. The counseling may be provided directly by the CONTRACTOR or by a community agency.

11.2.2.9 Crisis Intervention and Support

CONTRACTOR shall ensure that THP-Plus Participants receive twenty-four hour crisis intervention and support.

11.2.2.10 Visitation

CONTRACTOR shall ensure that case management staff conducts at minimum bi-weekly face-to-face visits with each THP-Plus Participant. CONTRACTOR shall maintain documentation of each visit in the THP-Plus Participant's Record Folder. CONTRACTOR shall conduct additional visits if needed.

CONTRACTOR shall maintain documentation for any missed visits.

11.2.3 Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP-TILP) Exhibit A-17:

11.2.3.1 CONTRACTOR shall work with the COUNTY designee to assist each THP-Plus Participant with developing a STEP-TILP within ten days of the THP-Plus Participant's admission. CONTRACTOR shall collaborate with COUNTY, social workers/probation officers, Transition coordinators, One-Stop Career Centers, and other agencies and programs to provide support and services to enable the THP-Plus Participants to complete the goals outlined in the STEP-TILP. The STEP-TILP must be mutually agreed upon by the THP-Plus Participant and the COUNTY designee.

11.2.3.2 CONTRACTOR shall ensure that the THP-Plus Participant's actively pursue the goals of their STEP-TILP as a condition of participation. CONTRACTOR shall inform the CPM when changes need to be made on the STEP-TILP that affects changes in address, living circumstances, education, career, and training programs.

- 11.2.3.3 CONTRACTOR shall ensure that the THP-Plus Participants are given a choice regarding what services to access and the location of services (on-site or off-site), as long as the goals of the STEP-TILP are being met.
- 11.2.3.4 CONTRACTOR shall work with the THP-Plus Participant and COUNTY designee to review and update the STEP-TILP at least annually, or more often as needed to reflect necessary changes.
- 11.2.3.5 CONTRACTOR shall provide educational advocacy and support with the goal of each THP-Plus Participant obtaining a high school diploma, GED, or high school proficiency prior to graduation from the program.
- 11.2.3.6 CONTRACTOR shall encourage THP-Plus Participants to seek college or other post-high school training to better prepare for the future. CONTRACTOR shall assist THP-Plus Participants in applying for college or trade school admission, and for scholarships and grants for which they may be eligible.
- 11.2.3.7 CONTRACTOR shall inform the CPM if the THP-Plus Participant fails to pursue the goals of the STEP-TILP to discuss the THP-Plus Participant's continued participation in the Program.

11.2.4 THP-Plus Participant Employment and Education:

- 11.2.4.1 CONTRACTOR shall ensure that all THP-Plus Participants are employed or attending school/training. All THP-Plus THP-Plus Participants shall be employed full-time, attending school/training full-time, or attending school part-time and employed part-time.
- 11.2.4.2 If the THP-Plus Participant is not employed at the time of move-in or becomes unemployed, CONTRACTOR shall complete the Employment Plan for Unemployed THP-Plus Participants (Exhibit A-29). CONTRACTOR shall evaluate the THP-Plus Participant's progress with obtaining employment within ninety days. CONTRACTOR shall also notify the CPM of any THP-Plus Participant(s) who fails to actively seek employment and discuss the THP-Plus Participant's continued participation in the program. CONTRACTOR shall continue to re-evaluate the THP-Plus Participant's progress every ninety days thereafter and update the CPM.
- 11.2.4.3 CONTRACTOR may request a temporary waiver of the employment requirement for THP-Plus Participants who are

attending school/training part-time if employment will interfere with the THP-Plus Participant's involvement in school/vocational training activities. The length of the waiver shall be determined by the CPM.

11.2.4.4 CONTRACTOR shall provide employment support that includes, but is not limited to providing employment referrals, assistance with developing resumes and submission of employment applications, and registering with the Workforce Development Centers.

11.2.4.5 CONTRACTOR shall notify CPM of any THP-Plus Participant who terminates school attendance and fails to seek/obtain employment.

11.2.5 THP-Plus Participant Savings

11.2.5.1 THP-Plus Participants shall save at least thirty percent (30%) of their net monthly income as their rental contribution. CONTRACTOR may request that the THP-Plus Participants save a maximum of 50% of their net income.

11.2.5.2 CONTRACTOR shall ensure that THP-Plus Participants' savings are deposited in an interest bearing savings account in any bank or savings account at an FDIC insured institution of the THP-Plus Participants' choice. The principal and interest shall be distributed to the THP-Plus Participant when he/she leaves the program, or earlier if approved by the CPM. CONTRACTOR shall maintain documentation of all funds saved in the THP-Plus Participant's Record Folder File. CONTRACTOR may maintain one savings account for all THP-Plus Participants, but must ensure that the interest is calculated accordingly for each THP-Plus Participant.

11.2.5.3 CONTRACTOR shall provide a monthly ledger to each THP-Plus Participant that reflects the total savings and interest. THP-Plus Participants must sign their individual ledger to acknowledge accuracy. A signed copy of the ledger must be maintained in the THP-Plus Participant's Record Folder. CONTRACTOR shall submit a copy of the ledger to the CPM with the Agency Monthly Report (A-20).

11.2.5.4 If a THP-Plus Participant exits the program without collecting their savings, CONTRACTOR shall attempt to locate the THP-Plus Participant for one year. CONTRACTOR shall contact the THP-Plus Participant's discharge address, relatives/caring adults, previous employer, or search through the internet, etc. in an attempt to locate the THP-Plus Participant. If the CONTRACTOR has not located the THP-Plus Participant

after one year, the funds shall be returned to the DCFS Transitional Housing Program Donation Account at the following address:

DCFS Transitional Housing Program
3530 Wilshire Blvd. 4th Floor
Los Angeles, CA 90010

CONTRACTOR shall maintain documentation of their attempts to locate the THP-Plus Participant in their record folder.

11.2.6 THP-Plus Participant Training/Services

11.2.6.1 CONTRACTOR shall provide ongoing activities/training to THP-Plus Participants in the following areas:

11.2.6.1.1 Transportation Training: Training topics shall include, but are not limited to: (1) obtaining bus tokens, passes, and routing discounts; (2) obtaining a driver's license; (3) purchasing, registering, licensing, insuring, maintaining, and selling cars; and (4) using light rail, subway, and bus systems throughout Los Angeles County.

11.2.6.1.2 Maintenance of Personal Items: Training topics shall include: (1) how to launder and replace towels, sheets, blankets and bedspreads; (2) how to replace, launder, mend, and dry-clean clothing; and (3) how to effectively manage and replace personal care items.

11.2.6.1.3 Living Unit Upkeep and Maintenance: Training topics shall include information as well as "hands-on" experience on: (1) how to properly maintain the THP-Plus Participant's living unit in a safe and clean condition (sweeping, mopping, dusting, window cleaning, furniture maintenance, proper maintenance of Bathroom and kitchen, etc.); (2) how to safely and effectively use various household cleaners and chemicals, and (3) how to prepare for earthquakes, fire, floods, or other disaster.

11.2.6.1.4 Nutrition and Food Management, Storage, and Preparation: Training topics shall include, at minimum: (1) proper nutrition and food preparation; (2) food shopping including comparison shopping and using coupons; (3)

food storage health and safety regulations; (4) special diets for THP-Plus Participants and his/her child(ren) who require them.

11.2.6.1.5 Money Management Skills Training: Training topics shall include, but not be limited to: (1) credit—what it is, how to get it, how to keep it, and how to get a credit report; (2) consumer information; (3) budgeting; (4) entertainment costs; (5) consumer fraud; (6) income taxes, including information on the Earned Income Tax Credit (EITC); (7) financing, loans, and computing interest; (8) educational/vocational loans and grants; (9) identity theft; and (9) information about life/health insurance and retirement funds, and U.S. savings bonds.

11.2.6.1.5.1 CONTRACTOR shall train THP-Plus Participants how to budget for living expenses such as rent, utility bills, household maintenance expenses, etc.

11.2.6.1.5.2 CONTRACTOR shall provide each THP-Plus Participant a copy of the monthly utility bills associated with their living unit and use the copies as a training tool to enhance the THP-Plus Participant's understanding of what will be expected of them upon completion of the program and to understand the importance and benefits of energy conservation. Under no circumstances are THP-Plus Participants expected to pay for utilities.

11.2.6.1.6 Checking and Savings Accounts: Training topics shall include the nature and types of checking and savings accounts, the benefits of each, and fees for services. The training shall also include assisting the THP-Plus Participant to actually establish and manage a FDIC savings account(s) of the THP-Plus Participant's choice. If a THP-Plus Participant requests, the CONTRACTOR shall also assist the THP-Plus Participant in establishing a FDIC insured

checking account of the THP-Plus Participant's choice.

- 11.2.6.1.7 Legal Rights and Community Resources: Training topics shall include: (1) THP-Plus Participant's legal rights, responsibilities, and legal aid resources; (2) how to search for an apartment and complete a rental application; (3) the landlord/tenant relationship, legal contracts, and fair housing laws; (4) privacy rights; (5) college and dormitory living; (6) health and life insurance costs and benefits; (7) social services agencies and the services they provide; and (8) other available community resources.
- 11.2.6.1.8 Medical and Dental Care Training: Training topics shall include how to receive adequate medical care while participating in the THP-Plus program and after completion. The training shall include, but not be limited to, the following topics: (1) Applying for Medi-Cal and Medi-Cal card; (2) obtaining medical insurance; (3) accessing routine medical care and emergency medical treatment procedures; (4) First Aid and age-appropriate CPR training from qualified persons for THP-Plus Participants with a child(ren) residing in the living unit; (5) minor health treatment training that includes minor physical aches and pains, minor illnesses such as colds, fevers, pre-existing conditions not requiring a physician and when to seek professional medical care; and (6) proper dental care and oral hygiene training including how to find a dentist for routine or emergency dental care, and (7) CPR and first aid training.
- 11.2.6.1.9 Socialization Skills and Self-Esteem: Training topics shall include, but are not be limited to, developing: (1) socially acceptable behavior and strategies for communicating with the landlord, school counselors, teachers, retailers, and the general public; (2) self-esteem; and (3) cultural awareness, including the knowledge of his/her ancestry.
- 11.2.6.1.10 Goal Setting Training: Training shall be provided on goal setting and achievement that **is** appropriate to the developmental level of the THP-Plus Participant including the areas of

education, career/vocation, and personal and social life.

11.2.6.1.11 Employment: CONTRACTOR shall provide THP-Plus Participants with the skills and experiences that enable them to obtain and retain employment. Training shall include, but is not be limited to, the following: (1) job search methods; (2) interview techniques; (3) job training opportunities; (4) dressing for an interview; (5) job retention strategies; (6) information on various jobs, their descriptions and requirements; and (7) registration, career assessments and information on services available at the local One-Stop Career Center (One-Stop), local Workforce Investment Act (WIA) Agencies, and Transitional Resource Centers.

11.2.6.1.11.1 Hands-on training shall include, but not be limited to, the following:

- (1) Completing a master application;
- (2) writing and updating a resume;
- (3) writing a cover letter;
- (4) participating in mock interviews;
- (5) researching a career or vocation that interests the THP-Plus Participant; and
- (6) visiting the local One-Stop.

11.2.6.1.11.2 CONTRACTOR may also contact the DCFS Employment Coordinator at (213) 351-0100 when seeking employment for THP-Plus Participants.

11.2.6.1.12 Housing: CONTRACTOR shall work diligently with THP-Plus Participants to ensure that each Participant has secured affordable housing in accordance with THP-Plus Participant's STEP-TILP. Training shall include, but not be limited to, the following: (1) completing a rental application; (2) establishing and maintaining good credit; (3) contacting the Los Angeles Housing Authority; (4) Section 8 housing; (5) finding areas with rent control; (6) being a good tenant; (7) one's rights as a tenant; (8) local and federal programs and subsidies to purchase

housing; and (9) homeless assistance and programs; (10) locating and living with a roommate; (11) roommate mediation.

11.2.6.1.13 Mental Health and/or Substance Abuse Services: CONTRACTOR shall assist THP-Plus Participants with receiving mental health and/or substance abuse services, which include but are not limited to the following:

11.2.6.1.13.1 Assessment for the purpose of identifying the level of the THP-Plus Participant's mental health and/or substance abuse needs, and the appropriate level of treatment. The THP-Plus Case Manager will refer THP-Plus Participants for an assessment when required.

11.2.6.1.13.2 Treatment and rehabilitation services that include counseling, as necessary to overcome mental health and/or substance abuse barriers to employment.

11.2.6.1.13.3 If a THP-Plus Participant wishes to seek and obtain treatment services without disclosure to the Department, this arrangement may be kept confidential between the THP-Plus Participant and the treatment provider; however such treatment may not be counted as a THP-Plus activity.

11.2.6.1.14 CONTRACTOR shall provide each THP-Plus Participant with a 5-inch, 3-ring binder with tabbed dividers to save training information.

11.2.6.1.15 CONTRACTOR shall provide additional monthly training/support for THP-Plus Participants that are deficient in any areas identified by the THP-Plus Participant or CONTRACTOR that are necessary for him/her to achieve the goals in the STEP-TILP or recorded in the THP-Plus Participant Record Folder.

- 11.2.6.1.16 CONTRACTOR shall maintain training records that include but are not limited to the following: 1) name, title and credential of trainer; 2) date of training; 3) verification of attendance. A copy of the training records shall be maintained in each THP-Plus Participant's Record Folder.
- 11.2.6.1.17 CONTRACTOR shall provide not less than two 60-minute or one two hour (individual or group) training sessions per month. Training sessions shall be rotated so that all subjects are covered in any 12-month period. Training curricula/lesson plans must be in writing, must be standardized for all THP-Plus Participants, and must be available for audit and inspection by the COUNTY upon request. The training shall be conducted by paraprofessionals, case management staff and/or knowledgeable members in the community appropriate for the subject matter, such as, but not limited to, local legal aid organizations, Housing Authority, or financial institution staff. The CONTRACTOR shall provide each THP-Plus Participant written instructions/information for each training session, and whenever possible, include "hands-on" experience.

11.3 THP-Plus Participant Satisfaction Survey:

Contractor shall ensure that each THP-Plus Participant is provided a Satisfaction Survey (Exhibit A-28) for completion prior to discharge from the Program. Copies of the completed surveys shall be returned to the CPM with the THP-Plus Participant's Discharge summary for review.

11.4 Discharge of a THP-Plus Participant

11.4.1 Unless a THP-Plus Participant is a danger to himself or others, the CONTRACTOR shall make every attempt to stabilize situations that might lead to the THP-Plus Participant's discharge.

11.4.2 If it appears that the situation cannot be resolved without discharge of the THP-Plus Participant, the COUNTY and CONTRACTOR shall agree upon the plan of action, and the CONTRACTOR shall submit this plan in writing to the CPM within five business days.

11.4.3 CONTRACTOR shall document in the THP-Plus Participant's Record Folder, the THP-Plus Participant's failure to comply with the rules and regulations of the program. The documentation shall include the time, date, parties involved and a detailed summary of the non-compliance.

- 11.4.4 CONTRACTOR shall develop a thirty-day exit plan for THP-Plus Participants to ensure that the THP-Plus Participant has alternate, preferably, Permanent Housing prior to discharge. Documentation of the exit plan shall be maintained in the THP-Plus Participant's Record Folder.
- 11.4.5 CONTRACTOR shall ensure that the THP-Plus Participants are advised and given opportunity to participate in the development of removal or discharge procedures based on his or her needs, signing and receiving a copy of the procedures.
- 11.4.6 When a THP-Plus Participant is discharged, CONTRACTOR shall ensure that the THP-Plus Participant's clothing and personal belongings accompany him/her.
- 11.4.7 If the THP-Plus Participant is a danger to him/her self or others, and requires an immediate discharge, the CONTRACTOR shall notify the CPM immediately by telephone or by 9:00 A.M. the next business day if discharge occurs at night or on the weekend, and in writing within two business days. The written report must include a detailed summary of the THP-Plus Participant's discharge.

11.5 Grievance and Appeal Processes (Exhibits A-5 through A-10)

- 11.5.1 CONTRACTOR shall develop grievance and appeal processes to be included in their provider plan, and ensure that each THP-Plus Participant is informed of the processes during the Program Orientation.
- 11.5.2 CONTRACTOR shall ensure that each THP-Plus Participant is informed of the DCFS grievance and appeal processes (Exhibits A-5 and A-8), and is provided forms to acknowledge receipt of the processes and procedures (Exhibits A-7 and A-10), and the location to send the grievance or appeal forms.
- 11.5.3 THP-Plus Participants who have received a notice of program violation and infraction or discharge will be given the right to grieve or appeal such decision. CONTRACTOR shall attempt to resolve all THP-Plus Participant grievances and appeals and maintain documentation in the THP-Plus Participant record folder. If the grievance/appeal is not resolved utilizing the CONTRACTOR'S processes, the THP-Plus Participant has five business days to file a DCFS Notice of Grievance Request (Exhibit A-6), or a Notice of Appeal Request (Exhibit A-9).
- 11.5.4 THP-Plus Participants must send the Notice of Grievance Request or the Notice of Appeal Request and supporting documentation to the Grievance/Appeals Committee Coordinator:

Youth Development Services Ombudsman
DCFS Transitional Housing

11.6 Permanent Housing Locator Assistance

11.6.1 CONTRACTOR shall assist each THP-Plus Participant with obtaining permanent housing prior to completion of the program. Permanent Housing Locator Activities shall include but are not limited to the following: 1) locating permanent rental housing; and 2) negotiating the rental agreement with the landlord.

11.6.2 CONTRACTOR shall attempt to locate permanent housing with costs that do not exceed 30% of the THP-Plus Participant's gross income.

11.6.3 CONTRACTOR shall document all Housing Locator activities in the THP-Plus Participant's Record Folder.

11.7 Mentoring

11.7.1 CONTRACTOR shall provide mentors to follow the THP-Plus Participants during participation in the program. Mentoring activities shall include but are not limited to the following: 1) academic tutoring; 2) career and professional guidance; and 3) college/higher education guidance. Mentoring activities shall be documented in the THP-Plus Participant's Record Folder. CONTRACTOR shall also document the THP-Plus Participant's refusal of mentoring services.

11.7.2 CONTRACTOR may develop an In-House Mentoring Program or collaborate with an established mentoring organization at their own expense.

11.7.3 CONTRACTOR shall support the THP-Plus Participants in identifying their own mentors by evaluating permanent caring and committed adult relationships (e.g. former foster parents, relatives, etc.) and their willingness and ability to serve as mentors

11.7.4 CONTRACTOR shall maintain documentation in the THP-Plus Participant's Record Folder for any THP-Plus Participant who refuses mentoring services.

11.8 Aftercare and Tracking

11.8.1 CONTRACTOR shall use the Follow-Up Survey (Exhibit A-22) to track the progress of all THP-Plus Participants who completed the program or exited to permanent housing for six months after the THP-Plus Participants leave the Program.

11.8.2 CONTRACTOR shall conduct support groups and provide referrals to community resources. CONTRACTOR shall maintain documentation, including the dates and times support groups are conducted.

11.8.3 CONTRACTOR shall offer incentives to THP-Plus Participants to encourage their participation in post program assessments and outcomes.

11.8.4 CONTRACTOR shall provide an annual report to the CPM on the aftercare efforts and tracking mechanisms. Such annual report will include an analysis of the trends of aftercare youth the Provider is in contact with and QAP recommendations on how these trends can better improve the Provider's existing THP-Plus program.

11.9 Success Stories

CONTRACTOR shall report success stories annually in writing on current/former THP-Plus Participants that have achieved personal or professional goals to the CPM. The CONTRACTOR shall include, if possible, documentation (copies of certificates, awards, or newspaper articles) for achievements in school, the community, employment, promotions, receiving educational/vocational scholarships, obtaining a post-secondary or vocational degree/certificate, completing an apprentice program, etc.

12.0 REPORTS AND RECORD KEEPING

12.1 CONTRACTOR shall provide COUNTY with a monthly THP-Plus Participant Occupancy Form (Exhibit A-13), and a monthly invoice.

12.2 CONTRACTOR shall maintain copies of program records for a period of five years after the termination of the contract. The program records shall include, but not be limited to, the following:

12.2.1 THP-Plus Participant Record Folder:

CONTRACTOR shall maintain an accurate, complete, and up-to-date THP-Plus Participant Record Folder for each THP-Plus Participant as required by this Exhibit A, Statement of Work. All records shall be in sufficient detail to permit the COUNTY to conduct an evaluation of the services provided and shall be available for review by the COUNTY at all times.

12.2.2 The THP-Plus Participant folder shall be confidential and kept in a locked file cabinet.

12.2.3 The THP-Plus Participant record folder shall include, but not be limited to, the following:

- a) THP-Plus Housing Application (Exhibit A-2);
- b) Move-In Agreement (Exhibit A-3);

- c) Applicant Authorization for Release of Information (Exhibit A-4);
- d) Acknowledgement of Receipt of Grievance Policy/Procedures (Exhibit A-7);
- e) Acknowledgement of Receipt of Appeal Process and Procedures (Exhibit A-10);
- f) Furniture/Appliance Inventory Form (Exhibit A-12) completed within one business day of admission and on a quarterly basis;
- g) Orientation Checklist (Exhibit A-14) completed within one business day of admission;
- h) Entry Assessment (Exhibit A-15);
- i) Twelve-Month Assessment (Exhibit A-15a);
- k) Extended Medi-Cal Eligibility for Former Foster Care Children (Exhibit A-30)

12.2.4 Treatment documents, including case history information, psychological and psychiatric diagnostic work-ups, Emancipation/Transitional Independent Living Plan update, and progress notes including treatment, recreation and emancipation services provided by the various professional and paraprofessional staff if applicable;

12.2.5 School records if applicable;

12.2.6 THP-Plus Participant's financial records such as earnings, checking/savings accounts;

12.2.7 Youth Interview (Exhibit A-16);

12.2.8 Written documentation (date, time, contact person and a summary) of conversations bearing on the THP-Plus Participant's progress and/or special circumstances such as non-routine contact with the THP-Plus Participant's school or employer and contact with law enforcement.

12.2.9 Supportive Transitional Emancipation Program – Transitional Independent Living Plan (Exhibit A-17);

12.2.10 Savings Agreement (Exhibit A-18);

12.2.11 Serious Incident Reports (Exhibit A-19) completed within one business day following the occurrence;

12.2.12 Youth Quarterly Reports (Exhibit A-20a)

12.2.13 Exit Assessment (Exhibit A-21);

12.2.14 Follow-Up Survey (Exhibit A-22);

12.2.15 THP-Plus Participant Performance Evaluation

- a) Entry Assessment (Exhibit A-15): The CONTRACTOR shall complete an Entry Assessment at the time of admission for each THP-Plus Participant. CONTRACTOR shall file the completed Entry Assessment in the THP-Plus Participant's Record Folder.
- b) Twelve-Month Assessment (Exhibit A-15a): The CONTRACTOR shall complete a Twelve-Month Assessment for each THP-Plus Participant after participating in the THP-Plus Program for twelve months. The CONTRACTOR shall file the completed Twelve-Month Assessment in the THP-Plus Participant's Record Folder.
- c) Exit Assessment (Exhibit A-21): The CONTRACTOR shall complete an Exit Assessment for each THP-Plus Participant when exiting the THP-Plus Program. The CONTRACTOR shall file the completed Exit Assessment in the THP-Plus Participant's Record Folder, and submit to the CPM with the Discharge Summary.

12.2.16 Agency Monthly Report (Exhibit A-20): The CONTRACTOR shall complete a typed or word-processed Monthly Report for all THP-Plus Participants. The CONTRACTOR shall mail or fax a copy to the CPM by the tenth day of the following month.

12.2.17 Youth Quarterly Report (Exhibit A-20a): The CONTRACTOR shall complete a typed or word-processed Youth Quarterly Report on the progress of the STEP-TILP goals for each THP-Plus Participant. The CONTRACTOR shall complete the report by the 10th day of the following month at the end of the quarter from the start of the THP-Plus Participant's admission into the THP-Plus program and file in the THP-Plus Participant's Record Folder.

12.2.18 Monthly Income Log (Exhibit A-24): CONTRACTOR shall document the income received by each THP-Plus Participant on the Monthly Income Log and file it in the THP-Plus Participant's Folder.

12.2.19 Agency Quarterly Participant Progress Report (Exhibit A-20b): The CONTRACTOR shall complete a typed or word-processed Monthly Report for all THP-Plus Participants. The quarterly report will include but not be limited to the progress of STEP-TILP goals for each THP-Plus Participant, employment and educational status, and training completed.

12.3 Administrative Reports and Records:

Administrative Records and Reports shall include, but not be limited to, the following:

12.3.1 Attendance Record Folder:

CONTRACTOR shall maintain and update monthly the Attendance Record Folder for all THP-Plus Participants. The folder shall include, but not be limited to, the following:

12.3.1.1 A master list of all THP-Plus Participants shall be maintained by the CONTRACTOR, and shall include each THP-Plus Participant's name, telephone number, address of living unit, case manager, telephone number of case manager, date of admission, and discharge date (if applicable).

12.3.1.2 Statistics on the total number of THP-Plus Participant days of service provided for the month.

12.3.1.3 All admission information and discharge notices shall be available for review. The Attendance Record Folder shall be made available to the CPM or designee immediately upon request.

12.3.2 Rental/Lease Agreements Records:

CONTRACTOR shall purchase and maintain copies of rental/lease agreement(s) for each THP-Plus living unit in a locked file cabinet. The rental/lease agreement(s) shall be available for review by the CPM or designee, immediately upon request.

12.3.3 Annual THP-Plus Report:

CONTRACTOR shall complete an Annual THP-Plus Report on all THP-Plus Participants in its care during the Contract year and mail a copy to the CPM within fifteen days after termination of the contract. The annual report will include but not be limited to the number of THP-Plus Participants served, number completed, number discharged, and number of THP-Plus Participants who completed their high school diploma or GED certificate, percentage of THP-Plus Participants employed at admission and discharge, percentage of THP-Plus Participants who report having a consistent relationship with a Caring Adult.

12.3.4 Serious Incident Reports:

CONTRACTOR shall submit Serious Incident Reports (Exhibit A-19) to the CPM within twenty-four hours following the incident. Where necessary, CPD and CPM will discuss the nature of the SIR and any needed enhancements to the THP-Plus Provider's overall program to minimize future SIR incidents involving youth.

12.3.5 Discharge Summary (Exhibit A-11):

CONTRACTOR shall prepare and submit a Discharge Summary for each THP-Plus Participant to the CPM within seven calendar days after the THP-Plus Participant's exit. The CONTRACTOR'S Report shall include, but not be limited to: (1) a closing summary of information documented in the Participant's Record Folder; (2) the THP-Plus Participant's progress while participating in the THP-Plus program, and (3) the reason for the THP-Plus Participant leaving the program. The Discharge Summary shall be filed in the THP-Plus Participant's Record Folder. The Exit Assessment, financial ledgers and verification of rental and emancipation savings disbursements shall be attached.

13.0 QUALITY ASSURANCE PLAN

13.1 CONTRACTOR shall establish and utilize a comprehensive Quality Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the required services are provided at a consistently high level of service throughout the term of the Contract.

13.1.1 The Plan shall be submitted to the CPM for review and approval within thirty days of the Contract start date.

13.1.2 If the CPM requests changes to the CONTRACTOR'S QUALITY ASSURANCE PLAN, the CONTRACTOR shall make such changes, and resubmit the plan for approval within five business days.

13.1.3 The Plan shall be effective on the Contract start date and shall be updated and re-submitted for DCFS approval as changes occur.

13.2 The plan shall include an identified monitoring system covering all the services listed in this RFP and SOW. The system of monitoring to ensure that contract requirements are being met shall include:

13.2.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.

13.2.2 Ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality agreed upon by the County and the Proposer.

13.2.3 Assuring that professional staff rendering services under the contract have the necessary prerequisites.

13.2.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

13.2.5 Taking any corrective action, if needed, including a commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

13.2.6 Continuing to provide services to the County in the event of a strike or other labor action of the Proposer's employees.

13.3 If CONTRACTOR'S performance requirements are not met, the CPM may call CONTRACTOR; send CONTRACTOR a User Complaint Report (Exhibit A-31), 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.

14.0 QUALITY ASSURANCE MONITORING

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR'S performance under this contract using the quality assurance plan specified in this Statement of Work. All monitoring will be conducted in accordance with Part II, Section 22.0, COUNTY'S Quality Assurance Plan, of the Contract.

15.0 DATA COLLECTION

Proposer shall have the ability to collect, manage and submit data as directed by DCFS to demonstrate outcomes inclusive of the new guidelines set forth by DCFS and the State. Proposer shall work with DCFS to develop and implement tracking systems which include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided, and survey instruments. Proposer shall perform data entry to support these activities.

16.0 PERFORMANCE OUTCOME GOALS SUMMARY

PERFORMANCE OUTCOME GOALS		
WELL-BEING/SELF-SUFFICIENCY		
PROGRAM: Transitional Housing Program For Former Foster/Probation Youth (THP-Plus)		
PROGRAM TARGET GROUP: Former DCFS/Probation Youth		
PROGRAM OUTCOME GOALS: THP-Plus Participants will attain permanent residency and employment/increased income.		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
THP-Plus Participant will have residential stability.	<p>THP-Plus Participant's Record Folder</p> <p>Quarterly THP-Plus Reports</p> <p>STEP-TILP</p> <p>Exit Assessment</p> <p>Follow-Up Survey</p>	<p>54% of THP-Plus Participants or 10% over the previous year's accomplishment will be placed in or obtain permanent housing when they exit the program.</p> <p>50% of those THP-Plus Participants placed in permanent housing or 10% over the previous year's accomplishment will remain in permanent housing for 6 months after they exit the program.</p>
THP-Plus Participant will have increased skills or income.	<p>THP-Plus Participant's Record Folder</p> <p>Quarterly THP-Plus Reports</p> <p>STEP-TILP</p> <p>Exit Assessment</p>	<p>20% of the THP-Plus Participants or 10% over the previous year's accomplishment will obtain and maintain full-time permanent employment by the time they exit the program.</p> <p>33% of the THP-Plus Participants or 10% over the previous year's accomplishment will obtain and maintain part-time permanent employment by the time they exit the program.</p> <p>30% of the THP-Plus Participants or 10% over the previous year's accomplishment will participate in vocational or post secondary education classes by the time they exit the program.</p>

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
THP-Plus Participant will have a high school diploma/GED certificate	Entrance Assessment Twelve Month Assessment Exit Assessment	62% of the THP-Plus Participants who do not have a high school diploma or GED or 10% over the previous year's accomplishment will obtain a high school diploma or GED by the time they exit the program.
THP-Plus Participant will have an adult connection	Exit Assessment	50% of the THP-Plus Participants or 10% over the previous year's accomplishment will have a consistent relationship with a Caring Adult by the time they exit the program

EXHIBITS TO SOW

PERFORMANCE REQUIREMENT SUMMARY

EXHIBIT A-1

#	Required Services	Performance Standards	Monitoring Methods	Remedies For Non-Compliance with Performance Standard
1	CONTRACTOR shall provide weekly case management services in accordance with paragraph 11.2.2.10 of the SOW.	CONTRACTOR shall ensure 100% of the youth receive weekly case management visits.	CONTRACTOR shall submit monthly reports and shall maintain records of all services in THP-Plus Participant Record Folder for the duration of the contract. Additional methods may include: program monitoring/audits in accordance with section 14.0 of the SOW.	The County may terminate this contract in accordance with section 49.0, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially breached or if CONTRACTOR receives a written notice (Including User Complaint Report/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the CPM a response within forty-eight (48) hours to a written corrective action plan to the COUNTY for review and approval.
2	CONTRACTOR shall assist with youth with developing the STEP-TILP/TILP within seven days of admission.	CONTRACTOR shall ensure 85% of the youth develop and pursue the goals of the STEP-TILP	COUNTY will also reference other sources to include but not be limited to the THP-Plus Statewide Database.	
3	CONTRACTOR shall provide educational , employment, and other support to assist with completion of the STEP-TILP goals in accordance with paragraph 11.2.3 and 11.2.4 of the SOW.	CONTRACTOR shall ensure 100% of the youth receive educational advocacy and employment support.		
4	CONTRACTOR shall provide a monthly food and necessity stipend and a monthly bus pass.	CONTRACTOR shall ensure 100% of the youth receive monthly food stipends and bus passes.		

5	CONTRACTOR shall provide at least two 60-minute or one two-hour life-skills workshops monthly.	CONTRACTOR shall ensure 100% of the youth receive life skills training.		
6	CONTRACTOR shall submit quarterly progress reports to the County Program Manager for each THP-Plus Participant.	CONTRACTOR shall ensure that quarterly progress reports are submitted for 100% of the youth.	CONTRACTOR shall submit monthly reports and shall maintain records of all services in THP-Plus Participant Record Folder for the duration of the contract. Additional methods may include: program monitoring/audits in accordance with section 14.0 of the SOW.	
7	CONTRACTOR shall deposit funds from the Emancipation Savings and THP-Plus Participant savings into an interest bearing savings account.	CONTRACTOR shall ensure emancipation savings funds are deposited for 100% of the youth	COUNTY will also reference other sources to include but not be limited to the THP-Plus Statewide Database.	
8	CONTRACTOR shall develop and Discharge Plan for each THP-Plus Participant who is exiting the program.	CONTRACTOR shall ensure that discharge plans are developed for 95% of the youth.		
9	CONTRACTOR shall ensure that all housing sites are in compliance and maintained as required in the Statement of Work.	CONTRACTOR shall maintain 100% of the housing sites.		The County may terminate this contract in accordance with section 49.0, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially breached or if CONTRACTOR receives a written notice (Including User Complaint Report/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the CPM a response within forty-eight (48) hours to a written corrective action plan to the COUNTY for review and approval.

Transitional Age Youth Housing Application

3530 Wilshire Blvd. 4th Floor
Los Angeles, CA 90010
(213) 351-0100

THP
(Ages 18-21)

THP-Plus
(Ages 18-23)

General Information

Name: _____ Date: ____/____/____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: () _____ - _____ Work Phone: () _____ - _____

Cell/Pager #: () _____ - _____ E-Mail: _____

Date of Birth: ____/____/____ Age: _____ Social Security Number: ____ - ____ - ____

Gender: M / F (Circle One) Primary Language: _____

Are you an emancipated foster care youth? Yes No

If yes, what was the date you emancipated from foster care? ____/____/____

Are you presently Homeless? Yes No If yes, for how long? ____ Yrs ____ Mos

Do you have children? Yes No If yes, how many children do you have? _____

Do you have a California ID/Driver's License? Yes No

Parent/Guardian/Information

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: () _____ - _____ Work Phone: () _____ - _____

Referral/Agency Source

Name of person who referred you to transitional housing: _____

Relationship: _____ Agency: _____

Work Phone: () _____ - _____ E-Mail: _____

Education

Circle Highest Grade Completed:

Elementary: 5 / 6 Junior High: 7 / 8 High School: 9 / 10/ 11/ 12

Last School Attended: _____

Do you have an Individual Education Plan? ___ Yes ___ No

Do you possess one of the following? High School Diploma GED N/A

Date of High School Graduation: ___/___/___ Date Passed GED: ___/___/___

Last College/Trade School Attended: _____ Units Completed: _____

Employment/Financial Information

Are you presently employed? Yes No If yes, is it? Part Time Full Time

How many hours per week do you work? _____

Name of Employer: _____

Address: _____ City: _____ Zip Code: _____

Supervisor: _____ Supervisor's Phone #: () _____ - _____

Date Hired: ___/___/___ Hourly Salary \$ _____ Monthly Salary: \$ _____

Name and Description of Position: _____

If not employed, what is your primary source of income: General Relief

Social Security Insurance No Income Other (explain): _____

Do you have a savings account Yes No Balance? _____

Do you have a checking account Yes No Balance? _____

Medical/Psychiatric/ Substance Abuse History
--

Do you have Medi-Cal? Yes No Do you have private insurance? Yes No

Doctor's Name: _____ Phone #: ()_____/_____

Dentist's Name: _____ Phone #: ()_____/_____

Please list any medical conditions past or present:

Please list any mental health issues past or present:

Please list any prescribed medications that you are presently taking: _____

Have you ever been hospitalized? If so, please explain: _____

Do you presently use alcohol? Yes No If yes, how often? _____

Do you presently use drugs? Yes No If yes, what types and how often do you use them? _____

Do you smoke cigarettes? Yes No

Legal/Gang History

Have you ever been arrested or convicted for a misdemeanor or felony? Yes No

If yes, please explain the nature of the incident? _____

Are you presently on Probation/Parole? Yes No

If yes, please provide the name and contact number of your Probation/Parole Officer: _____

Are you now or were you ever affiliated with a gang? Yes No

If yes, what gang? _____

Life Skill Knowledge

Do you know how to cook? Yes No

If yes, please give an example of a well-balanced meal you know how to cook? _____

Do you know how to clean? Yes No

If yes, please describe how would you clean a kitchen? _____

Have you ever had a roommate? Yes No

If yes, was the experience positive or negative? (explain): _____

Do you feel you know how to manage your money? Yes No

- Do you make and adhere to a monthly budget? Yes No
- Do you pay bills on time? Yes No
- Do you own credit cards? Yes No
- Do you owe money on school loans? Yes No

TRANSITIONAL HOUSING PROGRAM – PLUS
MOVE - IN AGREEMENT

Name: _____ DOB: _____

Case #: _____ DCFS _____ Probation _____

Contractor: _____

Move In Address: _____

City State Zip Code

Date of Move – In: _____

Expected Date of Program Completion: _____

I understand that I must comply with the goals of my case plan including being employed within 90 days of move-in. I must show serious efforts and provide documentation to gain employment. If I do not obtain employment I may be asked to exit THP – Plus.

I understand that I must also cooperate with all program rules including attending training sessions and meeting with my case manager.

THP-Plus Participant's Name

Signature

Case Manager's Name

Signature

Los Angeles County Department of Children & Family Services/Department of Probation EXHIBIT A-4
Applicant Authorization for Release of Information

CLIENT'S INFORMATION (Please Print – to be filled out by client only)

Name: _____ **Date of Birth:** _____ **Age:** _____
Address: _____ **Social Security Number:** _____
City: _____ **State:** _____ **Zip:** _____
Phone Number: _____

I, _____ hereby authorize the Los Angeles County Department of Children and Family Services (DCFS) and/or Department of Probation (Probation) to release my foster care status to the agency listed below. I also authorize the agency listed below to release my case information to DCFS and/or Probation. This information is to be used solely for the purpose of securing emergency, transitional or permanent housing, statistical purposes, ensuring delivery of service, and program goal compliance.

Client's Signature **Date**

AGENCY INFORMATION (Please Print)

Agency Name: _____
Agency Address: _____
Phone Number: _____ **Fax Number:** _____
Employee Name: _____ **Employee Title:** _____

I, _____, an employee of _____, hereby agree to solely utilize the information obtained from the Los Angeles County Department of Children and Family Services (DCFS), Emancipation Services Staff and/or Department of Probation for the purpose of assisting the aforementioned youth/client in securing emergency, transitional or permanent housing and for agency program monitoring, statistics, and delivery of service compliance.

Employee's Signature **Date**

TO BE COMPLETED BY LA COUNTY DCFS EMANCIPATION SERVICES/DEPT. OF PROBATION STAFF OR LA COUNTY DEPENDENCY/DELINQUENCY COURT STAFF ONLY

The above mentioned client is an emancipated foster youth from either the Los Angeles County Department of Children and Family Services or Department of Probation.

Yes _____ No _____

Case Termination Date _____ **ILP Eligible** Yes _____ No _____

The client is between the ages of 18 and 21 years of age. Yes _____ No _____

DCFS/PROBATION/COURT OFFICER Name

DCFS/PROBATION/COURT OFFICER Signature **Title** **Date**

TRANSITIONAL HOUSING PROGRAM - PLUS

THP-PLUS APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

TO: _____

I _____, residing at _____

_____ hereby authorized you to release to
the _____ specific

(NAME OF AGENCY, INSTITUTE, INDIVIDUAL PROVIDER)

information requested by this agency which I cannot provide concerning _____

This information is needed for the following purpose _____

This form was completed in its entirety and was read by me (or read to me) prior to signing.

SIGNATURE OF APPLICANT		DATE
BIRTHPLACE	BIRTHDATE	

State of California – Health and Welfare Agency
 (76A641 ABCDM 228 REV. 9/78)
 DCFS REV. 3/29/04:SL

**LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PROGRAM – PLUS (THP-PLUS)**

GRIEVANCE PROCESS AND PROCEDURES

Participants may file grievances regarding issues arising from program participation or treatment in the program. Following are the procedural steps for filing such a Grievance.

- STEP 1: Participant must complete the attached Notice of Grievance form. The form must be filled out completely and clearly indicate why participants grounds from Grievance.
- STEP 2: Following decision to file a Grievance or complaint, participant must file the Grievance form within five (5) calendar days.
- STEP 3: Participant must attach any supporting documentation to the Notice of Grievance form. Supporting documents including any information or documentation participant feels would assist in determining the merit of the Grievance.
- STEP 4: Participant must send the Notice of Grievance form and supporting documentation to the Grievance Committee Coordinator:

Youth Development Services Ombudsman
3530 Wilshire Blvd. 4th Floor
Los Angeles, CA 90010
Office (213) 351-0123
Fax (213) 637-0035

- STEP 5: Within 10 business days following receipt of the Notice of Grievance, the Grievance Committee Coordinator will schedule a Grievance hearing and notify participant in writing when and where the review will be held. To ensure proper notification, mailing address and/or telephone number must be accurately completed on the Notice of Grievance form submitted.

If the participant fails to appear for the Grievance Committee hearing, then the Grievance Committee will base its decision on the supporting documentation provided by the Participant.

- STEP 6: The Grievance Coordinator will notify the Agency staff of the Notice of Grievance Request within 24 hours and will request submission of copies of records and supporting documents of individuals who might be called for testimony.

STEP 7: Following the Grievance hearing, a decision will be rendered by the Grievance Committee within 3 business days. A Notice of Grievance Result form documenting the Grievance Hearing Committees decision will be forwarded to the THP-Plus manager and participant.

STEP 8: Grievance Committee will refer all unresolved grievances within 48 hours of the Grievance Hearing to an outside resolution services.

Dispute Resolution Program
City Hall
200 N. Main St. East, 16th Floor
Los Angeles, CA 90012
(213) 485-8324

TRANSITIONAL HOUSING PROGRAM – PLUS
NOTICE OF GRIEVANCE REQUEST

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Message #: _____

Reason for Grievance:

Agency Case Manager: _____

Supporting documents attached: Yes No

List supporting documents: _____

Participant's Signature _____ Date _____

**TRANSITIONAL HOUSING PROGRAM – PLUS
ACKNOWLEDGEMENT OF RECEIPT OF GRIEVANCE POLICY**

I, _____ have received a copy of the THP – Plus Grievance Policy.

I have read and understand the aforementioned policy explaining my right to file a grievance regarding problems or issues I may have while in the program.

Participant Signature: _____

Date received: _____

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

TRANSITIONAL HOUSING PROGRAM – PLUS

APPEALS PROCESS AND PROCEDURES

Emancipated Youth who have received the maximum number of violations for program infractions and are subsequently given notification of Discharge from the program will be given the right to appeal such decision. Following are the procedural steps for filing an Appeal with the DCFS Transitional Housing Program Appeals Committee.

- STEP 1: Following written notification of Discharge from the Agency, participant has 3-5 days to file and Appeal.
- STEP 2: Participant must complete the attached Notice of Appeal form. The form must be filled out completely and clearly indicate why participant feels that Discharge from the Transitional Housing – Plus Program is unwarranted.
- STEP 3: Participant must attach any supporting documentation to the Notice of Appeal form. Supporting documents include any information or documentation participant feels would assist in determining the merit of the Appeal.
- STEP 4: Participant must send the Notice of Appeal form and supporting documentation to the Appeals Committee Coordinator:

DCFS Emancipation Ombudsman
3530 Wilshire Blvd. 4th floor
Los Angeles, CA 90010
(213) 351-0123
Fax (213) 637-0035

- STEP 5: Within 10 business days following receipt of the Notice of Appeal, the Appeal Committee Coordinator will schedule an Appeal Review and notify participant in writing when and where the review will be held. To ensure proper notification, mailing address and/or telephone number must be accurately completed on the Notice of Appeal form submitted.

Failure to appear for a scheduled Appeal Committee Review will result in forfeiture of participants Appeals Rights and full enforcement and effect of the Discharge Notice as documented.

- STEP 6: The Appeals Coordinator will notify the Agency staff of the Notice of Appeal Request and will request submission of copies of records supporting the decision to discharge participant.

- STEP 7: The Agency Administrator will be informed of the date and time of the scheduled Appeals Review and asked to attend.
- STEP 8: Following the Appeals Review, a decision will be rendered by the Appeals Committee within 5 business days. A Notice of Appeal Result form documenting the Appeal Review Committees decision will be forwarded to the Transitional Housing – Plus Program Manager and participant. The Notice of Appeal Result will recommend Reinstatement with or without conditions or Denial of Appeal.
- STEP 9: Agency staff and participant will adhere to the decision rendered by the Appeals Review Committee.
- STEP 10: Participant will be reinstated with or without conditions or Discharged within 30 days.

TRANSITIONAL HOUSING PROGRAM – PLUS
NOTICE OF APPEAL REQUEST

Name of Appealer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Message #: _____

Effective Discharge Date: _____

Reason for Discharge:

Agency Case Manager: _____

Reason(s) you feel you were unfairly discharged from the Transitional Housing – Plus Program: (Attach separate sheet if necessary)

Supporting documents attached: Yes No

List supporting documents: _____

Participant's Signature _____

Date _____

TRANSITIONAL HOUSING PROGRAM – PLUS

**ACKNOWLEDGEMENT OF RECEIPT OF
APPEAL PROCESS AND PROCEDURES**

I, _____ have received a copy of the Transitional Housing Program – Plus Appeal Process and Procedures Policy.

I have read and understand the aforementioned policy explaining my right to file a appeal regarding discharge from the program.

Participant Signature: _____

Date received: _____

THP-PLUS DISCHARGE SUMMARY

To be completed within 7 calendar days of discharge and sent to THP Plus County Program Manager

RESIDENT NAME: _____ **DOB:** _____ **AGE:** _____

DATE OF ADMISSION: _____
DATE OF DISCHARGE: _____

I. REASON FOR DISCHARGE:

II. DESTINATION AFTER DISCHARGE:

III. FILE SUMMARY:

IV. EMPLOYMENT INFORMATION:

Is the participant currently employed?
 No Rational for participant not being employed:
 Yes Full-time (30+ hours): Part-time
 Monthly Salary \$ or Hourly Wage \$
 Employer/Company Name:
 Address:
 Phone Number:
 Does the employer provide benefits? Yes or No

V. EDUCATION INFORMATION:

Is the participant attending school or training? Yes No
 Rational for participant not attending school:

 Name of School:
 Address:
 Full-time (12+ credits) Part-time Area of Study:
 Projected date of graduation/completion:

VI. CLOSING STATEMENT OF SERVICES:

VII. THE FOLLOWING HAVE REVIEWED THIS DISCHARGE SUMMARY:

Name	Title	Date
-------------	--------------	-------------

Name	Title	Date
-------------	--------------	-------------

**TRANSITIONAL HOUSING PROGRAM – PLUS
FURNITURE/APPLIANCE INVENTORY FORM**

ADMISSION INVENTORY **QUARTERLY INVENTORY** **EXIT INVENTORY**

Agency Name: _____ Date: _____

Participant's Name: _____

Unit Address: _____

ITEM	CONDITION		REPAIRED/REPLACED		DATE
1. Bed	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2. Night Stand	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3. Kitchen Table	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
4. Kitchen Chairs	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5. Sofa	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
6. Coffee Table	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
7. End Table(s)	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. Stove	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Refrigerator	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10. Microwave	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
11. Other _____	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Agency Staff Signature _____

Participant's Signature _____

TRANSITIONAL HOUSING PROGRAM - PLUS
PARTICIPANT OCCUPANCY FORM

AGENCY: _____ **FOR THE MONTH OF** _____ **201**__

AGENCY'S THP – PLUS CAPACITY: _____

ADMISSION DATE	DISCHARGE DATE	PARTICIPANT NAME (Last, First)	DOB/AGE	ADDRESS (INCLUDING Apt #, City, Zip)	# OF PARTICIPANTS SHARING UNIT	UNIT CAPACITY

**TRANSITIONAL HOUSING PROGRAM – PLUS
ORIENTATION CHECKLIST**

EXHIBIT A-14

AGENCY NAME: _____ **DATE:** _____

PARTICIPANT'S NAME: _____

UNIT ADDRESS: _____
STREET CITY ZIP

I UNDERSTAND AND RECEIVED COPIES OF EACH OF THE FOLLOWING:

1. _____ AGENCY POLICIES
2. _____ AGENCY RULES
3. _____ FOSTER BILL OF RIGHTS
4. _____ THP – PLUS EXPECTATIONS
 - a) Employment and Education
 - b) Savings
 - c) Training Requirements
 - d) Youth Survey
5. _____ NAME AND PHONE NUMBER OF CASE MANAGER
6. _____ EMERGENCY PLAN INCLUDING PHONE NUMBERS
- 7: _____ OTHER: _____
- 8: _____ OTHER: _____

PARTICIPANT'S SIGNATURE

DATE

**TRANSITIONAL HOUSING PROGRAM – PLUS
ENTRY ASSESSMENT**

Agency: _____

Name: _____ Age: _____

1. Did the youth complete the Independent Living Skills Classes prior to entering the Program?
Yes _____ When? _____ No _____

2. Did the youth have a high school diploma at time of entry into the Program?
Yes _____ No _____
a) or has the youth earned his/her GED? Yes _____ No _____ Date _____
b) if enrolled in a continuation school: Name of School _____
c) working toward earning a high school diploma _____ GED _____

3. Was the youth employed prior to entering the Program?:
Full-time _____ Part-time _____ Not Employed _____

a) If employed, what was the Monthly Salary: \$ _____

Employer/Company Name: _____

Address: _____

Phone: _____

4. Does the youth have a relationship with a committed adult?
Yes _____ No _____

Case Manager's Signature

Date

TRANSITIONAL HOUSING PROGRAM – PLUS
TWELVE-MONTH ASSESSMENT

Agency: _____

Name: _____ Age: _____

1. Has the participant earned their High School Diploma/GED certificate? Yes ____ No ____

If no, Is the participant enrolled? Yes ____ No ____

Name of School _____

Expected completion date _____

2. Is the participant enrolled in, or completed higher learning?

Yes ____ No ____

(circle one) community college 4-year college vocational school

Enrolled ____ Completed ____ Date of completion ____ Degree ____

3. Is the participant currently employed?:

Full-time ____ Part-time ____ Not Employed ____

b) If employed, what was the Monthly Salary: \$ _____

b) Is the participant's salary greater than at entry? Yes ____ No ____

Employer/Company Name: _____

Address: _____

Phone: _____

4. Is the youth attending life skills classes? Yes _____ No _____
Reason not attending _____

5. Does the youth have a relationship with a committed adult?
Yes _____ No _____

TRANSITIONAL HOUSING PROGRAM – PLUS
YOUTH INTERVIEW

Date: _____

Youth Interviewed: _____

Interviewer: _____

1. Support System

Do you have a best friend or someone you can really talk to? If this person is a peer, is there an older adult who you discuss problems with?

2. Education

Are you currently in school, if so which one? If not, do you plan to attend?

3. Psychological

Have you ever been depressed or on medication? What do you do when you get depressed?

4. Medical

5. Drugs

Have you ever experimented with drugs/alcohol? If so, what kind? How long ago? Frequency of use? Would you say that the drugs/alcohol are a problem for you?

6. Activities

What do you do for fun? What kind of things do your friends do? What type of recreational activities would you enjoy?

7. Money Management

- a) Where do you currently get money to take care of your personal needs?
- b) If no income, how do you plan to take care of yourself? (i.e., money for self support)
- c) Do you have a savings account?
- d) What is the difference between gross and net pay?
- e) How do you create a monthly budget?

8. Food management

- a) Can you cook?
- b) Have you ever shopped for groceries?

9. Medical Care

- a) If you had a medical emergency, where would you go for immediate services?
- b) Have you ever made your own appointment with a doctor or dentist?
- c) Give two methods for preventing the spread of sexually transmitted disease?
- d) Do you know how to use a Medi-Cal card?

10. Educational Planning

- a) What is your educational goal?
- b) How would you enroll in adult education/vocational training or college?
- c) Does youth have a realistic view of chances to complete educational goals?

11. Job Seeking Skills

- a) With the education and experiences that you have, what type of jobs could you get?
- b) Can you read want ads to find job leads?
- c) Have you ever had a job interview or practiced having one?
- d) What are your methods for finding work?

12. Employment

- a) Have you had a job?
- b) What did you do? How much did you earn? How long did you work?

13. Emergency and Safety Skills

- a) What are some important tips that may help prevent fire in the home:
- b) How do you put out a grease fire?
- c) Describe the jobs/functions of the police, ambulance, fire department?

14. Housekeeping

- a) What type of cleaners do you use to clean the kitchen and bathroom?
- b) How often should you clean your house?
- c) What happens when you mix bleach and ammonia?
- d) Explain to us what steps you would take to clean the following rooms in an apartment, bathroom, kitchen, bedroom, living room?

15. Problem Solving

- a) Have you ever had a roommate?
- b) How have you resolved roommate problems in the past?

EXHIBIT A-17**DEPARTMENT OF SOCIAL SERVICES**

744 P Street, Sacramento, California 95814



July 16, 2002

ALL COUNTY LETTER NO. 02-53

TO: COUNTY WELFARE DIRECTORS
 CHIEF PROBATION OFFICERS
 COUNTY FISCAL OFFICERS
 FOSTER FAMILY AGENCIES
 GROUP HOME PROVIDERS
 COUNTY INDEPENDENT LIVING
 PROGRAM COORDINATORS
 TRANSITIONAL HOUSING
 PLACEMENT PROGRAM PROVIDERS
 CALIFORNIA STATE FOSTER PARENTS' ASSOCIATION

REASON FOR THIS TRANSMITTAL

- State Law Change
 Federal Law or Regulation
 Change
 Court Order
 Clarification Requested by
 One or More Counties
 Initiated by CDSS

SUBJECT: **SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM
 TRANSITIONAL INDEPENDENT LIVING PLAN (STEP-TILP)**

REFERENCE: ALL COUNTY LETTER NO. 02-25, ALL COUNTY INFORMATION
 NOTICE 1-93-01

The purpose of this letter is to provide a new form, the STEP-TILP (STEP 8), for counties participating in the Supportive Transitional Emancipation Program. This program allows ongoing financial support for emancipated foster/probation youth, up to age 21 who pursue a plan described in the STEP-TILP for completing educational and career and other goals.

Participating counties are required to use this form. The STEP-TILP contains the educational/vocational, or other goals related to self-sufficiency mutually agreed upon by the youth and the county welfare or probation department or independent living program coordinator. The youth must be participating in the activities identified in the STEP-TILP. The form shall be up-dated at least annually. Participants are responsible for informing the county whenever changes occur that affect payment of aid, including changes in address, living circumstances, educational, career, and training programs.

If you have any questions concerning this letter, please contact Sonya St. Mary at (916) 324-5809, sonya.st.mary@dss.ca.gov or Chris Forte at (916) 327-6926, chris.forte@dss.ca.gov.

Sincerely,

**Original Document Signed
 By Nina Grayson For**

SYLVIA PIZZINI
 Deputy Director
 Children and Family Services Division

SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM TRANSITIONAL INDEPENDENT LIVING PLAN (STEP TILP) FOR 18 UP TO 21 YEARS OLD

PERSONAL DATA

START DATE OF PROGRAM:				COMPLETION DATE:			
NAME:			SSN:		DATE OF BIRTH:	AGE:	GENDER: M
COUNTY OF THE LAST HELD DEPENDENCY/WARDSHIP:				NAME OF LAST SOCIAL WORKER:			
CURRENT ADDRESS:		CITY:	COUNTY:	STATE:	ZIP:	TELEPHONE: ()	
MAILING ADDRESS IF DIFFERENT:		CITY:	COUNTY:	STATE:	ZIP:	OTHER TELEPHONE: ()	
TRIBAL AFFILIATION: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, NAME OF TRIBE:		ETHNICITY:			LANGUAGE:	
EMANCIPATED FROM: FOSTER CARE <input type="checkbox"/> PROBATION <input type="checkbox"/> RELATIVE CARE <input type="checkbox"/>						EMANCIPATION DATE:	
THE COUNTY WILL CHECK IN WITH ME: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> EVERY 6 MONTHS				ANNUALLY <input type="checkbox"/> OTHER(SPECIFY): _____ MY PRIMARY SERVICE PROVIDER IS:			
CURRENT IDENTIFICATION: <input type="checkbox"/> CA ID CARD <input type="checkbox"/> CA DRIVER'S LICENSE <input type="checkbox"/> PASSPORT <input type="checkbox"/> VISA							

EDUCATION

Completed schooling

Type of education I have completed:

- Up through 9th Grade
 Up through 10th Grade
 Up through 11th Grade
 Up through 12th Grade
 High School Diploma
 GED
 Vocational Education
 Community College
 4 year College/University Other (specify): _____

School Attended: _____

Course of Study: _____ Date Completed: _____

Current schooling

Type of education I am currently enrolled in:

- High School
 GED Courses
 Vocational Education
 Community College
 4 year College/University Other (specify): _____

School Attended: _____

Course of Study: _____ Projected Completion Date: _____

Proof of Enrollment (attach): Report Card School Transcripts Proof of Registration

Other (specify): _____

Educational Goals

Grade Point Average: _____

During my time in STEP, my educational goals are:

- 1 _____
- 2 _____
- 3 _____

My plan to achieve these goals are:

1. _____
2. _____
3. _____

My educational Service Provider is: _____

They will help me achieve these goals by:

- 1 _____
- 2 _____
- 3 _____

Date projected to complete my educational goals: _____ Proof that I am achieving my education goals (*attach*):

I have attached the following documents to verify the progress I've made toward my educational goals: _____

Financial Aid/Scholarship Information

I currently receive (*please mark all that apply*):

- Financial Aid Scholarship Grant Other: _____

Please specify what is received:

- 1 _____
- 2 _____
- 3 _____

If I do not currently have Financial Aid/scholarship information and would like to obtain information about available options my Service Provider will help me achieve this by:

- 1 _____
- 2 _____
- 3 _____

Summer Plans

During the summer break, my plans are:

- 1 _____
- 2 _____
- 3 _____

Additional Information

Other information/interests that help me to achieve my educational goals (*ie. volunteer work, sport teams, etc.*):

- 1 _____
- 2 _____
- 3 _____

EMPLOYMENT (Current Employment)

START DATE:	PLACE OF EMPLOYMENT:
JOB TITLE:	JOB RESPONSIBILITIES:
CURRENT WORK SCHEDULE:	HOURS I WORK PER WEEK: RATE OF PAY:
	<input type="checkbox"/> 1-10 <input type="checkbox"/> 11-20 <input type="checkbox"/> 21-30 <input type="checkbox"/> 31-40 \$ _____ per hour
SHIFT I WORK:	
<input type="checkbox"/> Day <input type="checkbox"/> Swing <input type="checkbox"/> Evening <input type="checkbox"/> Grave <input type="checkbox"/> Other (<i>specify</i>): _____	
SUPERVISOR/CONTACT PERSON:	TELEPHONE:
PROOF OF EMPLOYMENT (<i>ATTACH</i>):	

Employment History

START DATE:	END DATE:	PLACE OF EMPLOYMENT:
-------------	-----------	----------------------

JOB RESPONSIBILITIES:

START DATE:	END DATE:	PLACE OF EMPLOYMENT:
-------------	-----------	----------------------

JOB RESPONSIBILITIES:

START DATE:	END DATE:	PLACE OF EMPLOYMENT:
-------------	-----------	----------------------

JOB RESPONSIBILITIES:

Unpaid Work Experience (*Volunteer Work*)

START DATE:	END DATE:	PLACE OF EMPLOYMENT:
-------------	-----------	----------------------

JOB RESPONSIBILITIES:

START DATE:	END DATE:	PLACE OF EMPLOYMENT:
-------------	-----------	----------------------

JOB RESPONSIBILITIES:

START DATE:	END DATE:	PLACE OF EMPLOYMENT:
-------------	-----------	----------------------

JOB RESPONSIBILITIES:

Employment Needs

To achieve my employment goals, I need assistance in the following areas:

- 1 _____
- 2 _____
3. _____

My employment Service Provider is: _____

My Service Provider will help me with these needs by: _____

- 1 _____
- 2 _____
3. _____

CAREER**Career Goal**

My Career goals are:

- 1 _____
- 2 _____
- 3 _____

My plans to achieve these goals are:

- 1 _____
- 2 _____
- 3 _____

CAREER

Career Goal *(Continued)*

My career Service Provider is: _____

My Service Provider will help me achieve my career goals by:

- 1 _____
- 2 _____
- 3 _____

I am achieving my career goals: YES NOSupporting documentation: _____

HEALTH COVERAGE

I AM CURRENTLY ON MEDI-CAL: <input type="checkbox"/> YES <input type="checkbox"/> NO	I CURRENTLY HAVE HEALTH COVERAGE: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, MY SOURCE OF COVERAGE:
I CURRENTLY HAVE DENTAL COVERAGE: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, MY SOURCE OF COVERAGE:	
I CURRENTLY HAVE VISION COVERAGE: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, MY SOURCE OF COVERAGE:	

If I do not have health, dental or vision coverage my Service Provider plans to help me obtain coverage by: _____

I would like information on the following: Drug Rehabilitation Alcohol Rehabilitation Tobacco Cessation.
 None Other (specify): _____

My health Service Provider is: _____

My Service Provider will assist me by: _____

Additional health needs:

- 1 _____
- 2 _____
- 3 _____

My Service Provider will assist me by: _____

HOUSINGMy current living situation is (*check all that apply*): With spouse With minor children

- Alone renting an apartment or house Transitional Housing Host Family With parent
- With roommate renting an apartment or house With relatives College Dorm Homeless
- Shelter Section 8 Vouchers Unsafe Temporary With friends
- Other (specify): _____

My current living situation is safe: YES NO

If NO, my Service Provider will help me gain a safe living environment by: _____

I have changed residences during the previous 12 months because: _____

I am currently on the transitional housing waiting list: YES NOI am currently on the Section 8 voucher waiting list: YES NO

My housing needs are: _____

My housing Service Provider is: _____

My Service Provider will assist me by: _____

DRIVERS LICENSE

I hold a valid California Driver License: YES NO

If NO, please explain: _____

My plans to obtain one are: _____

My Service Provider will assist me by: _____

My Service Provider helping me obtain my driver's license is: _____

I currently have car insurance: YES NO

If NO, please explain: _____

My plans to obtain insurance are: _____

My Service Provider will assist me by: _____

SUPPORT NETWORK

I have a network of supportive adults to whom I can turn to in times of needs. They include:

name of Supportive Adult

••...••.....

Mentor	NAME:	() -
Relative	NAME:	() -
STEP Provider	NAME:	() -
Social Worker	NAME:	() -
Friend	NAME:	() -
THP + Provider	NAME:	() -
ILP Staff	NAME:	() -
Former Foster Parent	NAME:	() -
Therapist	NAME:	() -
Other	NAME:	() -
	RELATIONSHIP:	
Other	NAME:	() -
	RELATIONSHIP:	
Other	NAME:	() -
	RELATIONSHIP:	
Other	NAME:	() -
	RELATIONSHIP:	
Other	NAME:	() -
	RELATIONSHIP:	
Other	NAME:	() -
	RELATIONSHIP:	
Other	NAME:	() -
	RELATIONSHIP:	

FINANCIAL

- My sources of income include: Work STEP Payment SSI Trust Account CalWORKs
 Other (specify): _____
- I currently have a: Checking Account Savings Account Neither
- My plans to pay bills and manage money are: Open a Checking Account Open a Savings Account
 Money Order's Cashier's Checks Other (specify): _____

Signing this contract means that we will all work to complete the steps necessary to help the participant meet his/her goals. The form shall be updated at least annually. The participant is responsible for informing the county whenever changes occur that affect payment of aid, including changes in address, living circumstances, educational/career/training programs. The participant understands that failure to follow the plan outlined herein may result in forfeiture of the STEP payments.

STEP PARTICIPANT	DATE
SERVICE PROVIDER	DATE
COUNTY REPRESENTATIVE	DATE

PERSONAL DATA FORM

These questions are for data collection purposes only.

Your answers do not affect your eligibility for STEP and you are not required to answer the questions in order to receive STEP.

1. Current Marital Status: Never Married Married Widowed Divorced Legally Separated
2. Number of children: 0 1 2 3 4 5
3. Since I turned 18 years old I was incarcerated: YES NO

TRANSITIONAL HOUSING PROGRAM – PLUS
SAVINGS AGREEMENT

The Transitional Housing – Plus Program provides housing, a food stipend, and transportation during your stay in the program. However, it is required that you contribute a portion of your monthly income as rent.

DCFS requires that you contribute a minimum of thirty Percent (30%) of your monthly net income during your participation in the program. The funds will be returned to you after your exit from the program. You must provide verification of your income to your case manager. The Program you are entering may require that you contribute a maximum of 50%.

I, _____ agree to pay a minimum of 30% of my net income per month to the Transitional Housing-Plus Program. The current percentage due is _____%, beginning _____ and ending _____. My monthly contribution based on this percentage will be \$_____.

Participants are encouraged to contribute more than 30% of their earnings.

If I fail to pay my contribution I may be terminated from the Program.

_____	_____
Participant's Signature	Date
_____	_____
Case Manager Signature	Date

SERIOUS INCIDENT REPORT

AGENCY NAME: _____ DATE: _____

PARTICIPANT'S ADDRESS: _____

CITY, STATE ZIP CODE _____

PARTICIPANT NAME	DATE	TIME	LOCATION OF INCIDENT	DATE OF ADMISSION	SEX	DOB

TYPE OF INCIDENT;

INJURY/ILLNESS		PHYSICAL VIOLENCE		SEXUAL INCIDENT	
SUICIDE ATTEMPT		OTHER		OTHER	

DESCRIBE INCIDENT: (WHO, WHAT, WHERE, METHOD OF STAFF INVOLVEMENT)

CONCLUSION:

PERSON(S) NOTIFIED REGARDING INCIDENT

WHO	DATE & TIME	TELEPHONE	DATE NOTIFIED	PERSON CONTACTED
PROGRAM MANAGER				

LIST ANY OTHER ATTACHMENTS/SUPPORTING DOCUMENTS:

Staff making report signature

Print Name

Date report written

Program Director's signature

Print Name

Date

NAME AND TITLE OF STAFF SUBMITTING REPORT: _____

DATE AND TIME SUBMITTED: _____

**TRANSITIONAL HOUSING PROGRAM – PLUS
AGENCY MONTHLY REPORT
REPORTING PERIOD _____**

AGENCY NAME: _____

SERVED THIS REPORTING PERIOD: _____
 #DCFS _____ #PROBATION _____ #PARENTING _____ # PREGNANT _____
 #MALE _____ FEMALE _____ #CHILDREN _____

ADMITTED THIS REPORTING PERIOD: _____
 #DCFS _____ # PROBATION _____ #PARENTING _____

DISCHARGED THIS REPORTING PERIOD: _____
 # VOLUNTARY _____ # INVOLUNTARY _____

VACANCIES _____ # PROJECTED MOVE-INS _____ # ON WAIT LIST _____

#APPLICATION'S RECEIVED _____

AVERAGE LENGTH OF STAY FOR ALL PARTICIPANTS (# MONTHS) _____

ETHNICITY:

**# American Indian/Alaska Native _____ # Asian _____ # Black /African American _____
 # Hispanic/Latino _____ # Hawaiian/Pacific Islander _____ # White _____ # Other _____**

NEW ADMITS

1. New participants had the following living situation prior to entering THP-Plus:

Placement Type	Number of Participants
Foster care	
Family member	
Friend	
Transitional housing	
Shelter	
Homeless	
Other	

2. No. of youth who entered with a high school diploma or GED. _____

3. No. of youth employed at the time of entry. _____ Unemployed _____

4. No of youth earning above minimum wage at time of entry. _____
5. No. who reported having a consistent relationship with a Caring Adult at the time of entry.

ONGOING PARTICIPANTS

1. No. of youth who earned a high school diploma or GED within 12 months of admission _____
2. Total no. of employed youth. _____ unemployed _____
3. No. of youth who obtained employment this reporting period. _____
4. No. of youth who maintained employment this rating period. _____
5. No. of youth earning above minimum wage within 12 month of admission _____
6. No. of youth who developed a consistent relationship with a Caring Adult within 12 months of admission _____
7. No. of youth who moved into permanent housing. _____

NUMBER OF RESIDENTS THAT BEGAN ATTENDING THE FOLLOWING:

HIGH SCHOOL/GED _____ COLLEGE _____ VOCATIONAL/TRADE _____

NUMBER OF RESIDENTS THAT COMPLETED THE FOLLOWING:

HIGH SCHOOL/GED _____ COLLEGE _____ VOCATIONAL/TRADE _____

DISCHARGES THIS REPORTING PERIOD

YOUTH #	TIME IN PROGRAM	VOLUNTARY OR INVOLUNTARY DISCHARGE
1		
2		
3		
4		
5		

Contractor's Project Director

Date

TRANSITIONAL HOUSING PROGRAM – PLUS

YOUTH QUARTERLY REPORT

REPORTING PERIOD _____ - _____

AGENCY NAME: _____

Participant's Name: _____ DOB: _____

Address: _____ Tel: _____

Admission Date: _____ Projected Completion Date: _____

STEP-TILP Completion Date: _____

STEP-TILP Goals:

1. Employment Status:

Is the participant employed? ___ Yes ___ No

Name of employer and address of employer: _____

Date employment began: _____ Full-time ___ Part-time ___

No. hours worked weekly _____ Salary/hourly wage _____

Name of position and duties: _____

2. Educational Status:

Is the participant attending school? ___ Yes ___ No

Name of school: _____

Full-time ___ Part-time ___

Course of study: _____

3. Vocational Training

Is the participant enrolled in vocational training? ___ Yes ___ No

Name of training facility/school: _____

Full-time ___ Part-time ___

Course of study: _____

What is the participants career/vocational Goal?: _____

4. Training

What area(s) did the participant receive training in?:

What skills did the participant gain from the training(s)?: _____

The Agency observed improvement by the Participant in the following areas:

5. Case Plan Goals

This quarter the Agency assisted the Participant in working toward the following case goals:

Goals

Assistance

The Participant reached the following goals:

The Agency recommends that the following be included in the Participants case plan.

Participant Signature

Date

Case Manager Signature

Date

Case Manager Supervisor

Date

TRANSITIONAL HOUSING PROGRAM - PLUS
AGENCY QUARTERLY PARTICIPANT PROGRESS REPORT

REPORTING PERIOD _____ - _____

AGENCY NAME: _____

1. PARTICIPANT EMPLOYMENT STATUS:

Youth Name	Employer	Position	PT/FT	#of Hours	Salary
1.					
2.					
3.					
4.					
5.					
6.					
7.					

2. EDUCATIONAL STATUS:

Youth Name	H.S. Diploma/GED	Name of School	Exp. Completion Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Youth Name	College Vocational School	PT/F	# of Units	Exp. Completion Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				

3. LIFE SKILLS TRAINING

Youth Name	Training Dates	Topics
1.		
2.		
3.		
4.		
5.		
6.		
7.		

4. PROGRESS TOWARDS STEP-TILP GOALS

Youth Name	Goals	Progress Towards Goals	Assistance Provided by Agency
1.			
2.			
3.			
4.			
5.			
6.			
7.			

5. AREAS OF RECOMMENDED IMPROVEMENT

Youth Name	Areas of Needed Improvement	Agency Plans to Assist
1.		
2.		
3.		
4.		
5.		
6.		
7.		

TRANSITIONAL HOUSING PROGRAM – PLUS

EXIT ASSESSMENT

Name: _____ DOB: _____

Address: _____

Entry Date: _____ Exit Date: _____

Departure Reason: Planned _____ Unplanned _____ Violation/Discharge _____

1. Was the participant's stay in THP – Plus successful? Yes _____ No _____
How many months did the participant spend in the program? _____ months

2. Did the participant complete High School Education/GED? Yes ___ No ___

3. Is the participant enrolled in, or completed higher education? Yes _____ No _____

(circle one) community college 4-year college vocational school

Enrolled _____ Completed _____ Date of completion _____ Degree _____

Name of School _____

6. Is the participant working? Yes ___ No ___
Full-time _____ Part-time _____ Monthly Salary \$ _____

a) Is the salary higher than at entry? Yes _____ No _____

b) Is the salary higher than at Twelve Month Assessment? Yes _____ No _____

Employer/Company Name: _____

Address: _____

Phone: _____

Is exit salary higher than entry salary? Yes _____ No _____

7. Has the participant obtained permanent housing? Yes _____ No _____

8. Where does the participant plan to live after they exit the THP – Plus?
(circle one) Own apartment With a roommate With parent(s)
 With family With friends Other _____

Address: _____

Phone: _____

7. Emergency Contact: _____

Address: _____

Phone: _____

8. Does the participant have a consistent relationship with a committed adult?
Yes _____ No _____

Exit Interview Questions:

1. What was helpful in THP – Plus? _____

2. What was not helpful in the program? _____

3. Do you feel your knowledge in the areas covered in the life skills workshops is greater than it was at the time of entry into the program? ____Yes ____No

Which topics were most beneficial? _____
Least beneficial? _____

Which life skills topics were the least beneficial? _____

4. Do you feel you successfully completed the program? Why or Why not? _____

5. What changes would you recommend to improve services for future participants?

Emancipation Savings Disbursement: Issued/Amount \$ _____

Date: _____ Check # _____

Rental Savings Disbursement: Issued/Amount \$ _____

Date: _____ Check # _____

Participant's Signature: _____

Case Manager's Signature _____

TRANSITIONAL HOUSING PROGRAM – PLUS

FOLLOW-UP SURVEY

Name of Participant: _____ DOB: _____

Address: _____

1. Date of contact: _____

2. Is the participant residing at the same address? Yes ____ No ____

If no, indicate new address _____

Phone Number _____

Is the new address, permanent housing? Yes ____ No ____

Has the participant remained in permanent housing for 6 months?

Yes ____ No ____

3. Is the participant currently employed? Yes ____ No ____

Full-time ____ Part-time ____ Monthly Salary \$ _____

Employer/Company Name: _____

Address: _____

Phone Number: _____

5. Has the participant experienced homelessness since completing the THP-Plus program?

Yes ____ No ____

If yes, how many times and how long was each time?

5. If the participant attending school or training? Yes ____ No ____

6. Does the participant have a consistent relationship with a Caring Adult?

Yes ____ No ____

Attempted Contacts:

_____ Unable To Locate

Date Comments

Date Comments

Date Comments

Notes:

Staff Signature

Date

FOSTER YOUTH BILL OF RIGHTS

The California Youth Connection, a statewide organization of youth in the foster care system, has written the "Foster Youth Bill of Rights". It is an objective of foster care to ensure that the personal rights of individuals who are in out-of-home care are protected subject to limitations inherent in the foster caregiver's responsibility to ensure resident safety, safety of others and foster caregiver's role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of any individual child must be approved by COUNTY Program Director on a case by case basis. These rights include the following:

1) The right to be treated with respect.

1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)
2. Facilities shall ensure that private rights of residents are respected. Individual privacy shall be provided in all toilet, bath, shower and dressing areas. 84088(b)(4)
3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072(a)(3)
4. Access to Bathrooms shall not be unreasonably limited during waking or sleeping hours.
5. Residents shall have the right to be free to attend religious services and activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, in or out of the facility, shall be on a completely voluntary basis. 80072(a)(5)(A)
6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)

2) The right to adequate living conditions.

7. The home must meet licensing standards.
8. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.
9. Residents shall be allowed to possess and use their own toilet articles. 847072(b)(7)
10. Residents shall have access to individual storage space for their private use. 84072(b)(10)
11. Residents shall possess and use his/her own personal items unless prohibited as part of a discipline program. 84072(b)(9)
12. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)
13. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
14. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by COUNTY worker and resident except on a voluntary basis and for compensation.

3) The right to adequate voluntary medical, dental and psychiatric care.

15. Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.
16. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.
17. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.
18. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident, Medi-Cal authorization, etc.
19. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)

4) The right to fair treatment in administering rewards and punishments.

20. Facilities shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:

Staff, residents and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in the resident's record.

Any form of discipline which violates a resident's personal rights as specified in Sections 80072 and 84072 shall be prohibited. 84072.1(a)(b)

New resident's should not always/automatically start on the lowest level of the incentives systems.

Level assignments and privileges shall be consistent with the case plan/case plan update/court order(s).

They should not be punished for being new and/or being moved.

21. Residents shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.
22. Residents have a right to file a complaint with the facility, as specified in Section 84072(b)(2).

The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.

5) The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.

23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not prohibited as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)
24. Calls to the resident's authorized representative or placement agency or family members included in the service plan shall not be prohibited as a form of discipline. 84072(b)(11)(C)
25. Residents shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

26. The facility will promptly and completely answer communications to the facility from resident's relatives and/or authorized representative(s). 84072(b)(4)
27. Level systems shall not restrict personal rights as defined in Title 22, Section 84072. These include the right to approved visitors; telephone calls to parents or relatives included in the case plan, COUNTY social workers, Court Appointed Special Advocates or attorneys; access to correspondence; and access to medical care.

6) The right to education and community involvement.

28. Residents shall have the right to attend public school unless otherwise specified in their case plan.
29. Residents shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for residents to attend church and community activities. 84079(a-c)

7) The right to work and develop job skills.

30. Residents shall be allowed to participate in education, employment and ILP services. Access to these services shall not be withheld. Transportation arrangements for residents who do not have independent arrangements shall be made. 80022(b)(10)
31. The facility shall assist each youth age 14 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.
32. The facility shall support each youth who so desires in obtaining and maintaining employment by providing transportation, assisting in purchasing uniforms and providing other forms of support to the extent possible and agreed upon.

8) The right to social contacts.

Reprise 6: Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)

Reprise 23: Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not permitted as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)

Reprise 25: Residents shall send and receive unopened correspondence unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

9) The right to adequate clothing.

33. Residents shall possess their own clothes. 84072(b)(6)

10) The right to a reasonable allowance.

34. Residents shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met. 8407(a)(2)

35. Residents shall possess and use their own cash resources except as specified in Section 84026. 84072(b)(8)

36. Residents' allowances may not be withheld unless regulatory criteria are met. Any amount of a resident's allowances that is withheld as a form of discipline must meet the requirements of 84026(a-c), including the requirements that the fines shall be used for the benefit of the individual resident or all residents in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because a resident is working. 84026(a-c)

37. Residents' cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs. 80026(f)

Participant's Signature

Date

TRANSITIONAL HOUSING PROGRAM - PLUS

MONTHLY INCOME AND SAVINGS LOG

FOR _____ 20____
(MONTH)

AGENCY: _____

PARTICIPANT: _____

ITEM	AMOUNT RECEIVED	DATE
FOOD \$175.00 OR \$225.00	\$	
INCOME SOURCE:	\$	
OTHER:	\$	
TOTAL RECEIVED	\$	
RENTAL CONTRIBUTION: ____%		
RENTAL SAVINGS	\$	
TOTAL MONTHLY SAVINGS	\$	

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED.

PARTICIPANT'S SIGNATURE

DATE

AGENCY STAFF

DATE

**SERVICE DELIVERY SITES FOR
TRANSITIONAL HOUSING PROGRAM – PLUS SERVICES**

THP-Plus Administrative Office/Headquarters (AGENCY)

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

THP-Plus Service Site(s) (FACILITY)

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

TRANSITIONAL HOUSING PROGRAM – PLUS UNIT VERIFICATION FORM

CONTRACTOR: _____ DATE: _____

ADDRESS: _____
(INCLUDE UNIT # IF APPLICABLE, CITY, STATE AND ZIP CODE)

PARTICIPANT: _____ CASE # _____

NUMBER OF BEDROOMS: _____ BATHROOMS: _____

THP – PLUS PARTICIPANT(S) THAT CURRENTLY RESIDE IN THIS UNIT:

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

1. Contractor assures that the living unit is in compliance.
2. No more than three (3) THP – Plus participants shall share a single living unit unless approved by the County Program Manager.
3. THP – Plus participants shall not share bedrooms.
4. Each THP – Plus participant sharing a living unit shall have sufficient designated food storage space for perishable and non-perishable foods.
5. No more than three (3) THP – Plus participants shall share a refrigerator.
6. No more than two (2) THP – Plus participants shall share a Bathroom.
7. THP – Plus participants with an infant(s) shall be furnished with a bassinet or crib(s) as appropriate.
8. Living units shall be equipped with child safety features, including, but not limited to, childproof cabinets, drawer locks, door locks, and electrical outlet protectors when THP – Plus participants are placed with their children.
9. Unit is adequately equipped with working smoke detectors in each hallway and bedroom.
10. No room commonly used for other purposes shall be used as a bedroom, e.g., living rooms, dining rooms, garages, detached buildings, and passageways to another room.
11. Bedrooms shall have adequate drawer and closet space to store the THP – Plus participant’s belongings and clothing.
12. THP – Plus participants or their child(ren) shall not use bunk beds, cots, rollaway beds or futons.
13. One or more parking space(s) are allocated to the unit.
14. Unit is adequately furnished with furniture/appliances that are in good and safe condition.
15. Window treatments are provided.
16. Participant was given an emergency plan that includes emergency information, instructions and telephone numbers and is posted in the unit.
17. Participants shall not share a unit with any individual who is not participating in the THP-Plus program except their own child(ren).

Agency Staff Signature

Name and Title

**TRANSITIONAL HOUSING PROGRAM - PLUS
PERSONAL/HOUSEHOLD ITEM INVENTORY**

AGENCY: _____ **DATE:** _____

PARTICIPANT: _____

PERSONAL HYGIENE

- ___ FACIAL TISSUE
- ___ BATH SOAP
- ___ TOOTHBRUSH
- ___ TOOTHPASTE
- ___ MOUTHWASH
- ___ DENTAL FLOSS
- ___ DEODORANT
- ___ COMB
- ___ BRUSH
- ___ SHAMPOO
- ___ HAIR CARE PRODUCTS
- ___ LOTION
- ___ SANITARY NAPKINS/TAMPONS
- ___ TOILET PAPER
- ___ PETROLEUM JELLY
- ___ OTHER: _____

LAUNDRY ITEMS

- ___ LAUNDRY DETERGENT
- ___ BLEACH
- ___ FABRIC SOFTENER
- ___ STAIN/SPOT REMOVER
- ___ LAUNDRY BASKET
- ___ OTHER _____

FIRST AID ITEMS

- ___ STERILE GAUZE
- ___ STERILE GAUZE PADS
- ___ FIRST-AID TAPE
- ___ COTTON BALLS
- ___ RUBBING ALCOHOL
- ___ ANTISEPTIC SPRAY
- ___ OTHER _____

CLEANING ITEMS

- ___ ALL PURPOSE CLEANER
- ___ SCOURING POWDER
- ___ MILDEW REMOVER
- ___ SPONGES
- ___ BROOM
- ___ MOP & BUCKET
- ___ GLASS CLEANER
- ___ FURNITURE POLISH
- ___ DUST CLOTHS
- ___ DISH RAG (3)
- ___ OVEN CLEANER
- ___ NAPKINS

HOUSEHOLD ITEMS

- ___ IRON
- ___ CAN OPENER
- ___ COOKWARE (complete set)
- ___ DINNERWARE (set of four or greater)
- ___ UTENSILS (set of four or greater)
- ___ CUTLERY (set of four or greater)
- ___ IRONING BOARD and COVER
- ___ CLOTHES HAMPER
- ___ DRINKING GLASSES (min 4)
- ___ DISH TOWELS (5)
- ___ PAPER TOWELS
- ___ OTHER: _____

LINENS

- ___ FITTED SHEETS (min. 2)
- ___ FLAT SHEETS (min. 2)
- ___ PILLOWCASE (min. 2)
- ___ BLANKET
- ___ MATTRESS COVER

- ___ BEDSPREAD
- ___ BATH TOWELS (min. 2)
- ___ WASH CLOTHS (min. 2)
- ___ OTHER: _____

UPON ADMISSION AGENCY HAS PROVIDED ALL REQUIRED ITEMS.

PARTICIPANT'S SIGNATURE & DATE

STAFF SIGNATURE & DATE

Participant Satisfaction Survey

Background Information

County where you live: _____

Type of THP-Plus housing unit:

- Unit/room in a building with many other THP-Plus apartments/rooms
- Scattered-site unit (in a building that's mostly non-THP-Plus units)
- With a host family

Do you share your housing unit with one or more other people (other than your child, if applicable)?

- Yes No

Do you share your bedroom with one or more other people (other than your child, if applicable)?

- Yes No

If you are a parent, does your child (or children) live with you?

- Yes No Not applicable – I am not a parent.

How old are you?

- 18 19 20 21 22 23 24

How long have you been in your THP-Plus program?

- Less than 1 month 1-6 months 7-12 months 13-18 months 19-24 months

Satisfaction with the THP-Plus Program

Please rate your satisfaction with the following aspects of your THP-Plus program.

Safety of the housing:

- Excellent Good Fair Poor

Quality of the housing:

- Excellent Good Fair Poor

Location of the housing:

- Excellent Good Fair Poor

Case management services:

- Excellent Good Fair Poor N/A

Educational support:

- Excellent Good Fair Poor N/A

Emotional support, counseling, or therapy:

- Excellent Good Fair Poor N/A

Employment support or job training:

- Excellent Good Fair Poor N/A

Mentoring or building relationships with Caring Adults:

- Excellent Good Fair Poor N/A

Supporting relationships with family members:

- Excellent Good Fair Poor N/A

Training in budgeting and money management:

- Excellent Good Fair Poor N/A

Training in tenants' rights and managing an apartment:

Excellent Good Fair Poor N/A

Other life skills training:

Excellent Good Fair Poor N/A

Practical support (such as food, furniture, transportation, etc.):

Excellent Good Fair Poor N/A

Assistance with getting public benefits (TANF, GA, FS, SSI, MediCal, subsidized child care, etc.):

Excellent Good Fair Poor N/A

Savings account (IDA, emancipation fund, etc.):

Excellent Good Fair Poor N/A

Overall satisfaction with THP-Plus:

Excellent Good Fair Poor

Where would you be living if you were not in the THP-Plus program?

- Renting an apartment on my own
- Renting an apartment through another subsidized housing program (public housing, Section 8, etc.)
- Staying with my birth parent(s) or other relatives
- Staying with my former foster parent(s)
- Staying with friends
- Staying in a shelter
- Staying in my car or on the street
- Don't know
- Other (please describe): _____

What parts of your THP-Plus program do you think work well?

What parts of your THP-Plus program do you think could be improved?

Do you have any other comments about the THP-Plus program or your experience with it?

THANK YOU VERY MUCH FOR YOUR FEEDBACK!

TRANSITIONAL HOUSING PROGRAM – PLUS
EMPLOYMENT PLAN FOR UNEMPLOYED PARTICIPANTS

Participant Name: _____ Date: _____

Address: _____

Telephone Number: _____

Date of Admission: _____ Length of Time in the Program: _____

Expected Departure Date: _____

Date of Unemployment: _____

To be completed by the THP – Plus participant:

I _____, acknowledge that I have been unemployed since _____. I understand that my continued participation in THP – Plus is dependent on following the rules and requirements of the program. One of the major program requirements is to seek and maintain employment if I am not attending school full-time. I understand that I must obtain full-time employment or attend school part-time and work part-time. I also understand that my progress towards seeking and obtaining employment will be evaluated in 90 days. If I do not obtain or actively seek employment, I may be discharged from the program for lack of participation.

My plan for corrective action in regards to securing employment is as follows:

Participant Signature: _____

Case Manager Signature: _____

EXTENDED MEDI-CAL ELIGIBILITY FOR FORMER FOSTER CARE CHILDREN

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, CA 95814



December 6, 2000

ALL COUNTY INFORMATION NOTICE NO. I-117-00

REASON FOR THIS TRANSMITTAL

- State Law Change
 Federal Law or Regulation Change
 Court Order
 Clarification Requested by One or More Counties
 Initiated by CDSS

TO: ALL COUNTY WELFARE DIRECTORS
 ALL CHIEF PROBATION OFFICERS
 ALL FOSTER FAMILY AGENCIES
 ALL GROUP HOME PROVIDERS
 ADOPTIONS BRANCH
 CALIFORNIA DEPARTMENT OF SOCIAL SERVICES COMMUNITY CARE LICENSING LIAISONS
 ALL COUNTY FISCAL OFFICERS
 ALL INDEPENDENT LIVING PROGRAM COORDINATORS

SUBJECT: INFORMATION REGARDING EXTENDED MEDI-CAL ELIGIBILITY FOR FORMER FOSTER CARE CHILDREN 18 THROUGH 20 YEARS OF AGE

The purpose of this letter is to provide information regarding extended Medi-Cal eligibility for foster youth. As stated in the letter #00-41 issued by the Department of Health Services on August 14, 2000 (attachment), foster youth who are receiving foster care funds through Aid to Families with Dependent Children-Foster Care on their 18th birthday will be eligible to receive Medi-Cal services until the age of 21. The extended eligibility for Medi-Cal service became effective October 1, 2000. Conforming State statute requires State-mandated local programs to ensure that the Medi-Cal benefits to independent foster care youth are extended as defined in federal law.

The enrollment process is not automatic. In order to receive federal funds, the State is required to determine the youths' eligibility by verifying with the emancipating foster youth the following:

- The youth's consent to continue with the Medi-Cal services.
- The youth's current address.
- When a third party health insurance is involved Medi-Cal seeks reimbursement from the third party insurance. If applicable, a youth's health insurance must be reported to the eligibility worker.

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A telephone or personal interview can verify these three points with an eligibility worker. This process of redetermination will be left to each county as per Department of Health Services specifications in the section titled, **implementation** (attachment).

County welfare workers, probation officers and/or youth may contact the youth's eligibility worker in their county directly to arrange for the extended Medi-Cal benefits. Counties are encouraged to work with the youth to ensure that youth are given every opportunity to participate in this program.

If you have any questions regarding Medi-Cal eligibility, please contact Ken Martinez, Department of Health Services (916) 657-0011 or Carl Miller, Department of Health Services (916) 657-0562. Questions regarding emancipating foster youth can be directed to Sonya St. Mary or Julie McIntosh, California Department of Social Services, Foster Care Services Bureau at (916) 445-7001.

Sincerely,

Original Document Signed By

SYLVIA PIZZINI
Deputy Director
Children and Family Services Division

Attachment

STATE OF CALIFORNIA-HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF HEALTH SERVICES
744 P Street
P.O. Box 942732
Sacramento, CA 94234-7320
(916) 657-2941

August 14, 2000

TO: All County Welfare Directors
All County Administrative Officers
All County Medi-Cal Program Specialists/Liaisons
All County, Public Health Directors
All County Mental Health Directors

Letter No.: 00-41

Extended Medi-Cal Eligibility for Former Foster Care Children (FFCC) 18 Through 20 Years of Age

The purpose of this letter is to inform counties that the Department of Health Services (DHS) is adding a new optional eligibility group for children who are in foster care under responsibility of the State on their 18th birthday and to provide the initial policies and procedures that apply to implementation of the new program.

BACKGROUND

The federal Foster Care Independence Act of 1999, which was enacted in December 1999, authorizes the State to provide continuing Medi-Cal eligibility for all children who are in foster care under the responsibility of the State on their 18th birthday. The eligibility continues until they reach 21 years of age. The law permits waiving any income or asset tests for this population. Anyone eligible for the extended Medi-Cal eligibility under this new program will be entitled to the full scope of benefits, including Early and Periodic Screening, Diagnosis, and Treatment services.

The addition of this new Medi-Cal eligibility category is part of the Governor's Mental Health Initiative for fiscal year 2000/2001. The new statute implementing the program, Welfare and Institutions Code Section 14005.28, specifies an effective date of October 1, 2000.

Currently, when transitioning out of foster care because of age, this population is now required to reapply for Medi-Cal as medically needy for the county to make a determination of whether they are eligible for any Medi-Cal program. Frequently, these young people may not understand the importance of the notices or become confused by the process for continuing medical care coverage and thus lose contact with the county and critical medical care services. Recent studies and reports on former foster children

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indicate that they have numerous medical and social needs which are unmet once they leave the foster care program. The federal law allowing states to continue zero share-of-cost Medi-Cal eligibility, and California's decision to adopt the option, is in response to the need to provide important health care to help these children make the transition from adolescence to adulthood by assuring that Medi-Cal coverage is continued.

ELIGIBILITY REQUIREMENTS

This new program continues eligibility for individuals who were in foster care under the responsibility of the State on their 18th birthday and it will continue until their 21st birthday. Persons in aid codes 40, 42, 4C, and 5K at the time of their 18th birthday will be eligible for the new program. Those who were in foster care on their 18th birthday and are still under the age of 21, but have been discontinued from foster care because of their age, are eligible for the program. The effective date of coverage would be no sooner than October 1, 2000.

There will be no income and resource test for this group, regardless of their living arrangements or with whom they reside. These persons will have no share of cost. A new aid code, 4M, has been created to accommodate this group. At age 18, these youths are to be transferred into aid code 4M and will retain the aid code until age 21, regardless of any change in circumstances, except residency. For example, if a FFCC returns to live with parents who are already Medi-Cal eligible, the parents will continue in their existing aid code and the FFCC would continue in the new aid code and in his/her own budget unit. If the FFCC has a child, the child will be determined Medi-Cal eligible based upon program eligibility rules applicable to the child. Even if other family members apply for the California Work Opportunity and Responsibility to Kids, the FFCC will not be affected since the other family members and their eligibility will be determined based on existing program rules, and the FFCC beneficiary will remain in aid code 4M, in a budget unit of one, as long as he/she continues to meet the criteria and wishes to maintain Medi-Cal coverage.

As with children in foster care, the choice of enrollment in a managed care health plan will be optional for this population, except when the beneficiary lives in a county organized health systems (COHS) county where enrollment is mandatory. When the beneficiary moves to another county, the 4M aid code follows him/her and the same rules apply as for children in foster care.

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The question has been raised as to whether children in the Kin-Guardian Assistance Program (Kin-GAP) are eligible for the program. They are not, since the Kin-GAP population is not considered foster care. The children on this program are no longer under state control and their foster care cases have been dismissed. The Kin-GAP program establishes a separate payment rate for children placed with relatives who obtain guardianship.

AID CODES

Foster care children who, on their 18th birthday, are in aid codes 40, 42, 4C or 5K are to be moved into aid code 4M. Those youths who are in foster care placement at 100 percent county expense, or who are undocumented alien children, are not eligible for the program; these populations will complete the normal Medi-Cal eligibility process to determine any continuing eligibility for any other Medi-Cal program.

IMPLEMENTATION

Implementation of the new program will be effective October 1, 2000. The county must transition the foster care youth to the extended Medi-Cal program on their 18th birthday without requiring the foster care youth or foster care parent to complete an application. This population must be transferred from foster care into the new program based on a review of the foster care case files. Because counties are organized in ways to meet their unique needs, we do not wish to specify a single method for completing this transfer to the new program. The Medi-Cal program staff must maintain a Medi-Cal case file for each FFCC until they reach 21 years or otherwise terminate from the program by moving out of state or notifying the county of a desire not to continue in the program.

Federal regulations require that all Medicaid beneficiaries be subject to an annual redetermination of eligibility by the State. Since all income and assets tests are waived for this group, the redetermination should be limited to verification of any remaining factors that affect eligibility, such as residency. The FFCC should submit information on change of residency when that occurs.

In order to disseminate information on this new program, and to attempt to reach and identify those FFCC who were terminated from foster care before October 1, 2000, the Department of Social Services and DHS will issue a joint letter explaining the program

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and the eligibility criteria to all county social service agencies, foster care provider groups, probation officers, foster care advocacy groups, and all other organizations that work and have contact with foster care and FFCC.

NOTICES OF ACTION AND OTHER FORMS

Notices of Action (NOAs) used to notify children of termination from foster care due to age must be amended to inform them of the automatic transfer to new extended Medi-Cal eligibility. Other Medi-Cal NOAs must also be modified to reflect the new program. DHS will work with DSS and the counties on the revision of these notices.

If you have questions regarding this program or letter, please contact Ken Martinez at (916) 657-0011 or Carl Miller at (916) 657-0562.

.Sincerely,

Adgeline Mrv`a, Chief
Medi-Cal Eligibility Branch

**USER COMPLAINT REPORT
TRANSITIONAL HOUSING PROGRAM - PLUS SERVICES**

This form is to be used by DCFS users of Transitional Housing Program - Plus 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.

E-mail Address: _____

Date of Report: _____ DCFS Name: _____ User _____

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 Bedrae Davis at: (213) 351-0188

Send UCR to Bedrae Davis, Children's Services Administrator II, 3530 Wilshire Blvd. Suite 400, Los Angeles, CA 90010 and a copy to Contracts Development/Fiscal Management, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

ANSELL CASEY LIFE SKILLS ASSESSMENT

Practitioners Guide

This practice guide gives users a quick overview of how to use the Casey Life Skills website to assess youth's knowledge, skills and abilities. It includes a high level look at the skill areas assessed in the Casey Life Skills Assessment (CLSA), information about the importance of permanent connections for older youth and a listing of other assessments available. It outlines a six-step framework for how to administer an assessment, determine a youth's strengths and challenges through a meaningful conversation, build an effective learning plan and help a youth gain useful life skills. If you have questions about CLSA, please contact the Casey Life Skills Assessment Team at cls@casey.org.

How have you acquired life skills?

If you're like most adults, you've learned the most through experience. *Classes can provide information and exposure on the cognitive level, but youth need the real world experience of managing money, preparing food, preparing for a job interview, making a dental or medical appointment, or opening a bank account to fully develop these skills.... Youth need to internalize and personalize what they have learned and develop confidence about using the skill in the future.*¹

What is the Casey Life Skills Assessment (CLSA)?

The CLSA is:

- A free, online youth-centered tool that assesses life skills youth need for their well-being, confidence and safety as they navigate high school, postsecondary education, employment and other life milestones.
- A measure of youth confidence in their future and their permanent connections to caring adults.
- Designed to be as free as possible from gender, ethnic and cultural biases.
- Appropriate for all youth ages 14 to 21 regardless of living circumstances (i.e., in foster care, with bio-parents, in group homes or other places).
- Comprehensive with 113 assessment items categorized within eight areas for skills, knowledge and awareness. Youth can complete one area at a time or finish the whole assessment in approximately 30-40 minutes.

The CLSA is not a test!

- It is a self-reporting instrument that gives youth and their caregivers the opportunity to assess their strengths and challenges.
- It promotes young people's active engagement in planning their learning goals and making decisions (within the safety of adult mentoring) about their future.

- The CLSA was designed for use with youth in foster care but can be useful for other youth involved in juvenile justice facilities, employment centers, homeless shelters or with other social service providers.
- The CLSA does not collect personal identification information and the results are kept anonymous in a secure database.
- The tool may help states meet the transition requirements of the Fostering Connections to Success and Increasing Adoptions Act. Fostering Connections requires that older youth in foster care be better prepared for adulthood and provides federal support for transition programs to age 21.
- The CLSA can also be a support tool for states' Chafee Foster Care Independence Programs. These programs deliver instruction and services for young people in areas such as obtaining a high school diploma or GED, career exploration, job placement, daily living skills, money management and preventive health education, etc. Check with your state's Independent Living Coordinator to get more information on the Chafee benefits for which youth in care may be eligible (e.g., Education and Training Vouchers). <http://www.nrcyd.ou.edu/chafee>

What Areas Are Assessed in the CLSA?

Life Skills	Number of Items	Competencies Assessed
Daily Living	17	Meal planning and preparation, cleaning and food storage, home maintenance and computer and internet basics.
Self Care	17	Healthy physical and emotional development such as personal hygiene, taking care of one's health and pregnancy prevention.
Relationships and Communication	18	Developing and sustaining healthy relationships, cultural competency and permanent connections with caring adults.

Life Skills	Number of Items	Competencies Assessed
Housing and Money Management	23	Banking and credit, finding and keeping affordable housing, budgeting and living within one's means.
Work and Study	20	Basics of employment, legal issues, study skills and time management.
Career and Education Planning	9	Planning for career and postsecondary education pertinent to older youth.
Looking Forward	8	Youth's level of confidence and internal feelings important to their success.
Permanency	20	Embedded within all of the skill areas of the assessment are 20 items that assess a youth's connection to trusted adults, community of support and overall interdependent connections. It is recommended that practitioners pay attention to these areas as young people need a strong safety net of support as they learn the skills they need to move to young adulthood.

To preview the Casey Life Skills Assessment [click here](#) and go to page 3.

Why does the CLSA emphasize permanency?

Youth tell us, and Casey Family Programs believes it is best practice that every youth needs and deserves to grow up in a safe and permanent family as well as a supportive community.

Ideally, all youth who experience foster care will attain legal permanency, in which the youth is reunified with his or her biological parents, is adopted or lives with a legal guardian. Regardless of the achievement of legal permanency, ensuring that youth establish permanent connections is essential to help them prepare for and succeed in adulthood. A permanent connection is a stable, lasting, unconditional, emotional and relational connection that one has with family members and significant others in their lives, whether or not the youth resides with them. When youth have trusting connections with adults who care about them and their success, this gives them optimism and encouragement that they can grow and learn. When youth transition from the assistance provided by programs and services, permanent relationships continue and provide support.

A young person's permanent connections are assessed throughout the CLSA. In addition to assessing knowledge, skills and ability to access community resources, each skill area has one or more statements to help determine if youth have trusted adults with whom they are actively engaged in an enduring relationship. For example, in the area of relationships, there is "I know at least one adult I can depend on when I exit care." In Housing and Money Management there is "I know an adult I could live with for a few days or weeks if I needed to." Practitioners can use the CLSA to assess whether or not youth have a safety net of support underlying all the skill areas.

It is essential for those who work with young people to help them establish meaningful lifelong connections with family members and other significant adults who will support them as they prepare for adulthood and beyond. This work is an essential part of each youth's learning or service plan.

For more information about foster care and permanency, please visit the Casey Family Programs website at www.casey.org. An additional tool to help youth develop a network of caring people is **FosterClub's Permanency Pact**. FosterClub is a national network for young people in foster care. To access this free comprehensive checklist for youth go to www.fosterclub.com/files/PermPact.pdf.

How to assess young people's knowledge, skills and awareness

STEP 1 | Motivate youth to take the assessment

Be enthusiastic and positive about the assessment and its purpose. Make sure that youth know that it is not just a requirement or a test but a tool for them to use to learn what knowledge and skills they really need. Let them know that you and others will work with them to use the information from the assessment to develop a plan to meet their wants and needs. Arouse their curiosity about the results. Encourage active participation – invite them to share what they hope to get out of completing the assessment. Let them know this is an excellent opportunity for them to practice making decisions about their future—what they want to do tomorrow, next week, or next year.

Be creative in administering the assessment to best engage the youth

- Youth can work at their own pace and work on one skill area at a time or they can complete the entire assessment in about 30 – 40 minutes.
- All of the Casey Life Skills Assessments are available in printable form, so they can be completed in any location with the results entered into the computer later. You can print them after logging into the website.
- For group work, peer-to-peer communication about the assessment can be a good method of engagement.
- Let youth have experience with the computer! Computers run our world – youth need hands on experience to keep up with technology that could help them stay in school, get a job, and attain other achievements.
- An alternative method is to use the assessment as an interview tool. Make it a conversation rather than having the youth sit at the computer. This can be especially helpful for youth with reading challenges or short attention spans.

STEP 2 | Review the youth's assessment results

The results will appear once the youth (or other person entering the data) clicks "Save Assessment." The "At-A-Glance" page will show the youth's name, their agency and their average scores. The average score for each life skill area, including permanency, will be shown on a scale of 1 – 5, with 5 indicating high strength. Practitioners can quickly see where a youth's strengths are, as well as areas with gaps in knowledge and proficiency. The next page of the assessment results will list all of the statements for a particular skill area and the youth's answers. Part of reviewing a youth's assessment results is looking at how they answered each statement. See Step #4 for more information about talking to a young person about their assessment results.

STEP 3 | Invite caregivers in a youth's life to complete an assessment (optional but recommended)

Caregivers who know the youth (i.e., foster parents, social workers, teachers, etc.) can also assess the youth's strengths and challenges using the CLSA. Explain to youth and their caregivers how getting this additional perspective can add to a rich conversation, open doors for productive communication that might not happen otherwise and gain additional "buy in" and support for the youth's learning plan activities (see more detail about including the caregiver(s) perspective in the following steps).

STEP 4 | Let's Talk--Engage youth in a conversation about the results of their assessment

Share a copy of the results with the youth for the conversation and let them tell you about what the results mean. Start with the positive. Ask the youth to start by identifying their strengths—those areas where their average scores are closer to a 5. Then move to looking at lower average scores. Ask the youth where they felt unsure and where they think they need help – what is challenging for them right now? Ask if there were any surprises for them in the results, if so, discuss why.

- The best expert on a youth's knowledge and behavior is the youth. There will be exceptions where young people are incapable of self-reflection or self-perception because of psychological, physical or developmental challenges, and the additional perspective of a caregiver assessment is especially helpful. In most cases, however, youth are very capable of offering self-reports on what they know and can do.
- The cognitive development and life experiences of youth ages 14 – 17 years will be, most times, behind that of their 18 – 21 year old peers. Practitioners can prepare younger youth to expect some items in Career and Education Planning, Work Skills and Housing and Money Management to be out of their range of knowledge and experience. When reviewing the scores for these more advanced skill areas with younger youth, you can remind them that they simply haven't had opportunities to gain experience in these areas yet. Use the opportunity to have them think about their futures. For example, draw connections between their favorite school subjects or activities and how they can begin thinking about related postsecondary training and education that will prepare them for careers that interest them. Remind them that learning simple budgeting techniques now will help them with more advanced money management skills in years to come.
- If a youth's results are being compared with a caregiver's assessment results, this should be part of a conversation including both the youth and caregiver. Review the results that

compare assessments between the youth and caregiver and facilitate a conversation about areas of agreement and difference.

- If the youth has taken the assessment before, compare results to previous assessment results. Again, start with the positive and first look for the areas of most improvement. It is important to note that sometimes a youth's scores may be lower than their first assessment. They may have been overly confident in a particular skill, given answers because they thought they were the expected answers or simply guessed. Discuss why the scores are the same or different. Ask the youth if they feel more or less confident in particular areas.

For a more detailed description of The Conversation with suggested discussion guides [click here](#).

STEP 5 | The conversation continues—Help youth develop learning plan goals and activities

The best and most effective learning or service plan is the one that a youth will actually implement. To get “buy in” develop the plan with active input from the youth and the results of their assessment. Let youth lead the way in determining which behaviors, knowledge or skills are most important to them and choosing what learning goals they want to work on first. Some providers may have a service plan that can be used to incorporate new goals and activities that youth want to work on. If not, [click here for a sample template](#).

Including caregivers in the planning process will increase learning opportunities and support for the youth. Even if the youth's caregivers have not been involved in the assessment process, encourage the youth to share the assessment, set goals and plan activities with them so that they, too, can provide and support “real life” learning experiences.

When considering which activities to include in a youth's plan, talk to them about how they like to learn. Then, with the help of the practitioner and caregiver, let the youth identify the steps to take to learn or achieve something and how they will proceed with those steps. Remember to ask them how they will know they have achieved success/knowledge/a particular skill and include that measure or outcome in the plan. ([click here for a description about learning styles and levels](#))

Use the Resources to Inspire Guide [click here to print](#)

The resource guide is a reference for caregivers indexed by skill area. It lists goals, learning objectives and a sample of youth-appropriate resources that may be useful additions to a youth's plan. It is written to complement a developmental approach to learning. Practitioners can copy the content into their service plans or into the template provided on the CLS site. Almost all of the resources listed are free or very low cost and many are printable PDFs.

The resources can be used in group, individual or self-instruction formats. For group learning, try an icebreaker or game activity that will assist youth with learning about goals, practice setting simple goals and inspire them to identify areas of interest. What do they want to tackle first?

The resources offered are suggestions. We encourage practitioners to use Google or similar search engines to find resources in their geographic area or to use resources specific to their child welfare system or agency.

STEP 6 | Help youth implement, monitor and update their learning plan

Use the plan. Bring it out or refer to it in your interactions and communications with the youth and caregiver. Ask about progress. Celebrate successes! If youth fail in a task, use it as a teachable moment and encourage them to try again. Ask what's working and what's not (be prepared to hear the truth) and modify the plan, activities and supports accordingly. It is critical that young people practice new skills in the real world on an ongoing basis; help provide these opportunities.

Use the CLSA to chart progress and set new goals. Formally review the learning or service plan at regular intervals and update the plan with new goals and activities. Sections of the CLSA can be used alone as a post-assessment if the youth has focused on increasing skills or abilities in a particular area, or the entire assessment can be retaken to assess total progress over a longer time interval. Intervals between pre/post assessments can vary from monthly to quarterly to annually. It depends on the youth's needs, the service provider's IL program requirements, and a jurisdiction's compliance requirements.

Information about the Looking Forward section for practitioners

The items in the Looking Forward section of the CLSA are intended to represent a desired future state or eventual place you are trying to move youth toward. They strive to help articulate the eventual outcome you are striving for your youth if the 'intervention' or other methods/ trainings succeed.

These items are not behavioral. They are about internal feelings or overall readiness. Therefore, they are not aggregated or reported in the same way as the skill area items. The Looking Forward items are meant to tell you more information about the youth than what is visible or teachable. It is the added level of confidence and internal feelings that will help them to be successful.

For more information on interpreting the results of the Looking Forward section with young people and using the information in their learning plans [click here](#).

Other assessments available for populations with particular characteristics or circumstances

Casey Life Skills has other assessments available to help practitioners and caregivers attend to life skills relevant to youth with particular characteristics or circumstances. [Click here to access a list of these assessments and brief descriptions](#).

- Healthy Pregnancy
- Parenting Infants
- Parenting Young Children
- Youth Assessment Level I (elementary ages)
- Youth Assessment Level II (middle school ages)
- Gay, Lesbian, Bisexual, Transgender and Questioning Youth

- Homeless Youth
- American Indian
- Education: Upper Elementary School
- Education: Middle or Junior High School
- Education: High School
- Education: Postsecondary or Training
- Educational Supports

Important resources for practitioners

- Foster Club's Transition Toolkit: www.fosterclub.com/files/transition_toolkit_v3.pdf
- Foster Club's Permanency Pact: www.fosterclub.com/files/PermPact_0.pdf
- Youth Leaving Foster Care: A Developmental, Relationship-Based Approach to Practice
Author: Wendy B. Smith
- The Adolescent Brain: New Research and Its Implications for Young People Transitioning From Foster Care (2011): www.jimcaseyyouth.org/new-adolescent-brain-study-full-report

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Registration Information

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Email Information

If the User chooses to correspond through the Web site, Casey may retain the content of any of the Users electronic messages together with your contact information and any user responses.

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casey life skills | terms of use

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By "user" and "you" we mean a person visiting CaseyLifeSkills.org

By "Web site" we mean CaseyLifeSkills.org

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Restrict or inhibit any other user from using and enjoying the Interactive Areas.

Pose or transmit any information you know to be false or misleading.

Post or transmit any information that, in Casey's opinion, is inappropriate for children.

Collect or store personal data about other users of the Interactive Areas.

Impersonate another person, whether a third party or a Casey representative or moderator; or falsely state or otherwise misrepresent your affiliation with a person or entity.

Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.

Post or transmit any information, software or other material that violates or infringes upon the rights of others, including material which is an invasion of privacy or publicly rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.

Post or transmit any information, software or other material that contains a virus or other harmful component.

Post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains chain letters, junk mail, pyramid schemes or other forms of advertising.

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Other

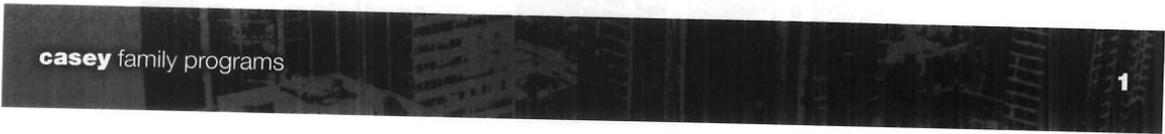
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casey family programs

Name _____ Date _____

Daily Living

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I know where to go to get on the Internet.					
I can find what I need on the Internet.					
I know how to use my email account.					
I can create, save, print and send computer documents.					
I know the risks of meeting someone in person that I met online.					
I would not post pictures or messages if I thought it would hurt someone's feelings.					
If someone sent me messages online that made me feel bad or scared, I would know what to do or who to tell.					
I know at least one adult, other than my worker, who would take my call in the middle of the night if I had an emergency.					
An adult I trust, other than my worker, checks in with me regularly.					
When I shop for food, I take a list and I compare prices.					
I can make meals with or without using a recipe.					
I think about what I eat and how it impacts my health.					
I understand how to read food product labels to see how much fat, sugar, salt, and calories the food has.					
I know how to do my own laundry.					
I keep my living space clean.					
I know the products to use when cleaning the bathroom and kitchen.					
I know how to use a fire extinguisher.					



Self Care

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

Relationships and Communication

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

Housing & Money Management

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

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

Work and Study Life

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

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

Career and Education Planning

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

Are the following statements like me

No

Mostly No

Somewhat

Mostly Yes

Yes

I know how to find financial aid to help pay for my education or training.

I have talked about my education plans with an adult who cares about me.

I know an adult who will help me apply for training or education after high school.

Looking Forward

Are the following statements like me

No

Mostly No

Somewhat

Mostly Yes

Yes

I believe I can influence how my life will turn out.

I can describe my vision for myself as a successful adult.

I have a good relationship with a trusted adult I like and respect.

I would like to use my experience to help other youth.

I believe my relationships with others will help me succeed.

I feel I am ready for the next phase of my life.

Most days, I am proud of the way I am living my life.

Most days, I feel I have control of how my life will turn out.

PART F – EXHIBITS (B, C & D) TO SAMPLE CONTRACT

EXHIBIT B-1 (PRICING SCHEDULE)

Placeholder for Pricing Schedule (Form 32 of Part G of RFP)

EXHIBIT B-2 (LINE ITEM BUDGET AND NARRATIVE)

Placeholder for Line Item Budget and Narrative
(Form 32 of Part G or RFP)

EXHIBIT B-3 (MONTHLY BUDGET)

THP-PLUS ESTIMATED COST PER MONTH PER PARTICIPANT

BUDGET:

County _____ THP+ Agency Provider _____
 County Contact _____ Agency Contact _____
 County phone _____ Agency phone _____
 County Email _____ Agency Email _____

Maintenance Costs		<u>Monthly Expenses</u>
Participant Allowance	Transportation	\$
	Food, Cleaning Supplies	\$
	Recreation	\$
	Clothing	\$
	Allowance/Savings/Emancipation Fund	\$
	Telephone	\$
	Miscellaneous	\$
	Subtotal	\$
Housing Expenses	Utilities (trash, electricity, etc.)	\$
	Rent	\$
	Total	\$
Admin. Costs	Administrative Costs	\$
	THPP/THP-Plus Staff Support	\$
	Staff Development	\$
Social Work	Social Work *non federal eligible costs	\$
	Social Work Supervision	\$
Total Youth Budget	Maintenance, Admin. & Social Work costs Total	\$
Base Rate	*Eligible Federal costs only	\$2,200
Total Program Budget (Per Youth)	*Add Maintenance, Admin. & additional amount above the base rate.	

INVOICE FOR
TRANSITIONAL HOUSING PROGRAM - PLUS (THP-PLUS) SERVICES

Agency Name: _____

Date: _____

Address: _____

Billing Month: _____

Tax Identification Number: _____

Rate: _____

No.	THP - Plus Participants Name		DOB	Admission Date	Service Start Date	Service End Date	No. of Days	Amount Billed	DCFS	PROBATION	
	Last	First									
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
TOTAL:											

(Add additional pages as needed)

CERTIFICATION:

I certify to the best of my knowledge and belief this invoice is true in all respect.

Prepared By:

Signature _____

Date _____

Print Name _____

Phone _____

Approved By:

Signature (Agency Representative) _____

Date _____

Print Name (Agency Representative) _____

Phone _____

DCFS USE

Reviewed & Approved By:

Signature (DCFS Program Manager) _____

Date _____

Print Name (DCFS Program Manager) _____

Phone _____

EXHIBIT D (ATTACHMENTS)

List of Attachments

Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment B	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment B-1	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement (To be maintained by CONTRACTOR)
Attachment B-2	CONTRACTOR Non- Employee Acknowledgment and Confidentiality Agreement (To be maintained by CONTRACTOR)
Attachment C	Auditor-Controller Contract Accounting and Administration Handbook
Attachment D	Internal Revenue Service Notice 1015
Attachment E	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment F	Safely Surrendered Baby Law Fact Sheet (English & Spanish)
Attachment G	CONTRACTOR'S Administration
Attachment H	COUNTY'S Administration
Attachment I	Charitable Contributions Certification
Attachment J	CONTRACTOR'S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment K	DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures
Attachment L	Provider Plan
Attachment M	Confidentiality of CORI Information

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

ATTACHMENT B

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: _____

ATTACHMENT B-1

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: _____

ATTACHMENT B-2

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.

Revision: March 2012

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 E

**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).

ATTACHMENT F

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?

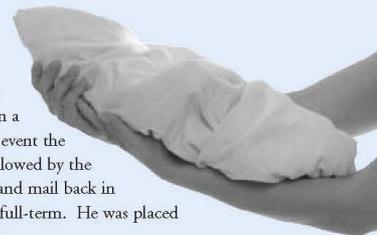
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: _____
CONTRACT NO. _____

CONTRACTOR'S 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)

AGREEMENT**CONTRACTOR'S OBLIGATIONS UNDER HIPAA**

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment L.

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of

information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 “Services” has the same meaning as in this Contract.
- 1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR’s internal operations.
- 1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

- 2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:
- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment L;
 - (b) shall Disclose Protected Health Information to COUNTY upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.
- 2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY'S Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY'S compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.
- 2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within ten (10) business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon COUNTY'S request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within ten (10) business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR'S performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. CONTRACTOR'S obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY'S knowledge of a material breach by CONTRACTOR, COUNTY shall either:

- (a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or
- (b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or
- (c) If neither termination or cure are feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
- (b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Attachment L.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Attachment L is contrary to any other provision of this Contract, the provision of this Attachment L shall control.
- 5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.

DCFS/PROBATION THP-PLUS CONTRACT
INVESTIGATION/MONITORING/AUDIT REMEDIES AND PROCEDURES
(As Amended on _____)

These internal policies and procedures are attached to the Transitional Housing Program For Emancipated Foster/Probation Youth (THP-Plus) to inform CONTRACTOR's of DCFS' investigation/audit remedies and procedures. These policies and procedures are subject to revision by DCFS, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer and Do Not Use actions must be approved by DCFS' Director or his/her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable or discriminatory.

DCFS is responsible for monitoring and investigating, as a whole, all residential facilities licensed by Community Care Licensing (CCL) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation. These facilities include foster family agencies, foster family homes, group homes and small family homes. During the normal course of its monitoring or as the result of an investigation, DCFS may take action, when necessary, to protect DCFS-placed children in these facilities, including corrective action and/or "Do Not Refer/Use" status. Staff may recommend a corrective action plan, Hold, DNR, and/or DNU Status, regardless of whether law enforcement and/or CCL take similar action.

The Office of the Auditor-Controller is also responsible for audits of the contracts and administrative issues, including fiscal audit findings for all CONTRACTORS. Fiscal audit findings are not addressed in Attachment O, except to the extent discussed below or specifically referenced in other parts of the Agreement. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

A. Administrative Remedies

DCFS may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse/neglect in out of home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS reasonably determines that a CONTRACTOR deficiency is correctable; a CAP shall serve as the CONTRACTOR's commitment to remedy such deficiency.

2. **Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS, with the understanding that the extension of Hold status on a Contractor will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the GH Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 17.0. A Hold request must be approved by a Division Chief.
3. **Do-Not-Refer (DNR) Status** - DNR refers to the suspension of new DCFS placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/ programmatic requirements of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 17.1 of the Agreement, and as further described in Attachment M.
4. **Do-Not-Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. Do-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 17.1 of the Agreement, and as further described in Attachment M.
5. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Agreement for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur.

B. CAP Procedures

1. If DCFS requires/requests immediate action, oral notice is given and is followed up in writing within one business day. Corrective action must be taken within (3) calendar days from the date of verbal notification (which will be immediately followed with written notification) for the following child safety issues: a) lack of psychotropic medication authorizations; b) insufficient and/or inadequate clothing and essentials; c) insufficient or poor food; and/or d) poor facility or environmental issues, such as sanitation or electrical problems and other situations which are hazardous.
2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR'S proposed CAP to DCFS within 30 calendar days from receipt of written notification from DCFS (Vendor Notification Letter), the timeframe depending on the nature of the violation. The CONTRACTOR's CAP is reviewed and approved by DCFS within 15 business days, after which the CAP will be monitored for compliance.
3. The CAP must address each finding made in the Vendor Notification Letter. An appropriate CAP includes: the detailed action necessary to correct the deficiency; an explanation of how corrections will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and a thorough plan addressing prevention of subsequent violations and/or inappropriate action. Timeframes, as necessary, will be provided, as well as who is responsible for ensuring the action(s) is/are carried out. An addendum will be required if the CAP does not adequately address all issues.
4. Once approved, monitoring of the approved CAP begins. Monitoring will usually last three to six months depending on the nature of the violation. The act of monitoring may include, where necessary, unannounced visits to the home and/or agency to verify that the corrective action has been completed.
5. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing and the monitoring case is closed. A Do Not Refer or Do Not Use Status may be implemented, at the discretion of DCFS, if the requested corrective action is not completed within the agreed upon time.

C. Hold/DNR/DNU Procedures

1. A Vendor Notification Letter is sent, via fax and certified mail, within 72 hours of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

2. During the Review Conference, the CONTRACTOR will meet with the Director's Deputy Director designee to discuss the investigative and/or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of CONTRACTOR's receipt of faxed Vendor Notification Letter of placement on Hold/DNR/DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances.

One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

3. The Director's Deputy Director designee will conduct the Review Conference. DCFS and CONTRACTOR will both have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. [The authorization/approval must be in writing from the Court.] DCFS will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

4. The DCFS Director's designee will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Conference.
5. Hold, DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads DCFS to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold/DNR/DNU Status no longer applies, DCFS shall act as expeditiously as possible to remove CONTRACTOR from such status.

Revised 11-08-06, WH

PROVIDER'S PLAN

Placeholder for the Provider's Plan from the winning proposal (per SPA)

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.

EXHIBIT E (SEMI-ANNUAL EXPENDITURE REPORT)

**Transitional Housing Program – Plus (THP-Plus)
Semi-Annual Expenditure Report
(For Los Angeles County DCFS)**

Agency:
Address:
Contract Person:
Phone #:
Period:
Contract Number:

Report Period:
Number of L.A. County THP-Plus Participants
Number of Living Beds:
Number of L.A. County THP-Plus Participant Days in

REVENUE AND EXPENDITURE SUMMARY		
	Total for 6 Months	Year-To-Date
A. Total THP-Plus Revenues	\$	\$
B. Allowable Contract Expenditures (Allowable Expenditures for the care and services of placed Los Angeles County THP-Plus participants allocated in accordance with requirements contained in Section 10.1 and 10.2 of the Contract. Expenditures should be reported within the 34 cost categories listed below. Except for the requirements of allocation of costs which is described in Section 10.1 and 10.2, Contractor shall use the Instructions in Exhibit E to complete this report.)		
1. Administrative Payroll (Total)		
a. Executive Director's Salary		
b. Assistant Director's Salary		
c. Administrator Salary		
d. Other Administrative Salaries		
2. Recruitment Payroll		
3. Training Payroll		
4. Administrative Contracts		
5. Telephone and Telegraph		
6. Postage and Freight		
7. Office Supplies		
8. Conferences, Meetings, In-Service Training		
9. Memberships, Subscriptions and Dues		
10. Printing and Publications		
11. Bonding, Contractually Required Insurance Premiums		
12. Advertising		
13. Miscellaneous		
14. Building and Equipment Payroll		
15. Building Rents and Leases		
16. Principal and Interest on Agency Mortgages		

17. Property Appraisal Fees		
18. Property Taxes		
19. Equipment and Property Insurance (not included in 10 above)		
20. Utilities		
21. Building Maintenance		
22. Building and Equipment Contracts		
23. Building and Equipment Supplies		
24. Equipment Leases		
25. Depreciation Expense		
26. Non-Depreciable Equipment		
27. Building and Equipment Miscellaneous		
28. Vehicle Leases		
29. Vehicle Depreciation		
30. Vehicle Operating Costs		
31. Total Paid to Contractor		
32. Other Child Related Costs (Not Provided by THP-Plus)		
33. Social Worker Payroll		
34. Social Worker Contracts		
35. Total Allowable Contract Expenditures	\$	\$
C. Total Un-Expended THP-Plus Funds from Current Contract (Total THP-Plus Revenues received from COUNTY (Section A) less Total Allowable Contract Expenditures (Section B, Line 35)) [See Agreement, Section 10.4]	\$	\$
D. Total Un-Expended THP-Plus Funds Received from COUNTY from January 1, 2007 through the expiration date of the most recently completed contract term.		\$
E. Total Accumulated Un-Expended THP-Plus Funds (Add Un-Expended funds from current Agreement and Un-Expended funds from previous COUNTY THP-Plus contracts)		\$

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to Agency accounting records, and that all THP-Plus monies received for the purposes of this program were spent in accordance with the contract program requirements, the agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

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Executive Director's Signature

Date

Rev. 4-05

Department of Children and Family Services
Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus)
Semi-Annual Expenditure Report

INSTRUCTIONS FOR COMPLETING SEMI-ANNUAL EXPENDITURE REPORT

The following are the instructions for completing the Department of Children and Family Services (DCFS) Semi-Annual Expenditure Report.

Instructions:

Provide identifying information by entering the agency's name, address, contact person's name and phone number, and reporting period.

For the Revenue and Expenditure Summary, revenues and expenditures should be reported based on actual revenue received and actual costs incurred during the reporting period. Year-to-date expenditures should reflect the reporting period of July 1 to June 30. The following is an explanation for completing each revenue and expenditure line item.

A. Revenues

THP-Plus Revenues:

Report the total of all THP-Plus payments received for children placed by Los Angeles County. Do not include monies received for child clothing or any other non-THP-Plus funds received.

B. Expenditures

For each line item cost, enter total program expenditures that were incurred during the reporting 6-month period and cumulative year-to-date related to the care and services of placed Los Angeles County THP-Plus participants, allocated in accordance with requirements contained in Sections 10.1 and 10.2 of the Contract. If a cost item is shared among two or more programs, enter only the amount charged to the Los Angeles County THP-Plus program.

1. Administration Payroll:

Report all payroll costs for executive and administrative staff. Include all payroll, payroll taxes and employee benefits as applicable.

2. Recruitment Payroll:

Report all payroll costs for recruitment staff.

3. Training Payroll:

Report all payroll costs for training staff.

4. Administrative Contracts:
Legal, consulting or other contract fees related to the program.
5. Telephone and Telegraph:
Report all costs related to telephone and telegraph.
6. Postage and Freight:
Report all costs related to postage, mailings, and shipping.
7. Office Supplies:
Report all costs incurred for office supplies.
8. Conferences, Meetings, In-Service Training:
Report all costs, including travel and per-diem, related to conferences meetings, and training.
9. Memberships, Subscriptions and Dues:
Report all costs incurred for memberships, subscriptions, and dues.
10. Printing and Publications:
Report all costs incurred for printing and publications.
11. Bonding, General Insurance:
Report all costs incurred for bonding and general liability insurance.
12. Advertising:
Report all costs incurred for advertising.
13. Miscellaneous:
Report all other costs that are not included in any other specifically identified line items.
14. Building and Equipment Payroll:
Report all program building and equipment payroll costs. Include all payroll, payroll taxes and employee benefits as applicable.
15. Building Rents and Leases:
Report all costs incurred for rents or leases of buildings.
16. Acquisition Mortgage Principal and Interest:
Report all costs related to acquisition mortgage principal and interest.
17. Property Appraisal Fees:
Report all costs incurred for property appraisal fees.
18. Property Taxes:
Report all costs incurred for payment of property taxes.
19. Building and Equipment Insurance:

Report all costs incurred for building and equipment property insurance.

20. Utilities:

Report all costs incurred for electricity, gas, water, sewer, and garbage.

21. Building Maintenance:

Report all building maintenance costs related to the program.

22. Building and Equipment Contracts:

Report building equipment payroll, payroll taxes and employee benefits and any other cost of building and equipment contracts.

23. Building and Equipment Supplies:

Report all building and equipment supply costs.

24. Equipment Leases:

Report all costs incurred for equipment leases.

25. Equipment Depreciation Expense:

Report all depreciation expense related to equipment.

26. Expendable Equipment:

Report all costs incurred for purchases of expendable (non-capitalized) equipment.

27. Building and Equipment Miscellaneous:

Report miscellaneous building and equipment costs not previously identified.

28. Vehicle Leases:

Report all costs related to vehicle leases.

29. Vehicle Depreciation:

Report all depreciation expense related to vehicles.

30. Vehicle Operating Costs:

Report all vehicle operating and maintenance costs.

31. Total Paid to Contractor:

Report all payments made to Provider.

32. Other Child Related Costs (Not Provided by THP-Plus):

Report all other child related costs incurred by the Agency. Do not include payments made to Provider. (reported in line 31).

33. Social Worker Payroll:

Report all payroll costs for Agency employed social workers.

34. Social Worker Contracts:

Report all costs for contracted social workers.

35. Total Allowable Contract Expenditures:

The total of allowable contract expenditures related to the care and services of placed Los Angeles County THP-Plus participants reported by the Agency in Section B, Lines 1 through 34.

C. Total Un-Expended THP-Plus Funds from Current Contract:

The difference between Total Los Angeles County THP-Plus Revenues (Section A) and Total Allowable Contract Expenditures (Section B, Line 35)

D. Total Un-Expended THP-Plus Funds Received from County Under Previous THP-Plus Contracts

The difference between the total THP-Plus Revenues received under previous THP-Plus contracts with Los Angeles County and the total allowable contract expenditures made for the care and services of placed Los Angeles County THP-Plus participants under those previous THP-Plus contracts.

E. Total Accumulated Un-Expended THP-Plus Funds

The total of Sections C and D.

Agency Certification

Upon completing the Semi-Annual Expenditure Report, the Executive Director must sign and date the report at the bottom of Page 2. By signing this form, the Executive Director is certifying under penalty of perjury that all information contained in the report is correct, that the amounts are traceable to agency accounting records, and that all Los Angeles County THP-Plus program funds were spent in accordance with County, State and Federal laws. The report must be submitted by the 60th calendar day after the end of the reporting period to:

DCFS
Accounting Division – Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020.

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 Within the Past Five (5) Years
Form 6	Proposer's Certification of Ownership and Financial Interest
Form 7	Proposer's References
Form 8	Proposer's List of Contracts
Form 9	Proposer's 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	Proposer's/Offerer's EEO Certification
Form 14	Attestation of Willingness to Consider GAIN/GROW Participation for Employment
Form 15	Jury Service Program and Application for Exception and Certification
Form 16	Organizational Chart (Insert Organizational Chart)
Form 17	Resumes, Degrees, Licenses, Certificates of Identified Staff
Form 18	Organizational Licenses, Permits and Certification
Form 19	Proof of Insurability (Insert as attachment)
Form 20	Revenue Disclosure (non-public Proposer)
Form 21	List of Proposer's Commitments
Form 22	Audited Financial Statement (Insert as attachment)
Form 23	Charitable Contributions Certification
Form 24	Transitional Job Opportunities Preference Application
Form 25	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Form 26	Contractor's Certification Of Compliance With Child, Spousal, And Family Support Orders
Form 27	Contractor's Certification Of Compliance With All Federal and State Employment Reporting Requirements
Form 28	Proposers Truth and Warranty Certification
Form 29	Acknowledgement of RFP Restrictions
Form 30	Offer to Perform and Acceptance of Terms and Conditions
Form 31	Pricing Schedule
Form 32	Sample Line Item Budget and Narrative
Form 33	THP-Plus Provider Plan Guidelines
Form 34	Last Page of Proposal

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.
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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:

- Yes** **No** Sub-section 6.1 Proposer must be a Non Profit Organization as evidenced by designation in a 501(c)(3) Non Profit Designation letter from the Internal Revenue Service and Non-Profit Determination letter from the State of California Franchise Tax Board.
- Yes** **No** Sub-section 6.2 Proposer must have two years experience, within the last five years, as a transitional housing provider or two years of experience providing case management services to Transition Age Youth (Foster/Probation Youth). The experience must include the provision of educational and employment support services to youth equivalent or similar to the services identified in RFP, PART E, EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK), Section 11.0, Service Deliverables.
- Yes** **No** Sub-section 6.3 Proposer must demonstrate financial stability for the past three years (i.e., no court judgments within the last three years) of proposal submission date.
- Yes** **No** Sub-section 6.4 Proposers shall ensure their program is clearly distinguishable from those that are required to be licensed as an Adult Residential facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- Yes** **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.

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 STRUCTURE 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 DIRECTOR’S RESOLUTION

BE IT RESOLVED THAT ON _____ 2013, 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.

1. _____	Legal Name of Firm	Address of Firm	Contact Person	Telephone No. ()	Fax No. ()
Name or Contract No.		Number of Years/Term of Contract		Type of Service	Dollar Amount \$

2. _____	Legal Name of Firm	Address of Firm	Contact Person	Telephone No. ()	Fax No. ()
Name or Contract No.		Number of Years/Term of Contract		Type of Service	Dollar Amount \$

3. _____	Legal Name of Firm	Address of Firm	Contact Person	Telephone No. ()	Fax No. ()
Name or Contract No.		Number of Years/Term of Contract		Type of Service	Dollar Amount \$

4. _____	Legal Name of Firm	Address of Firm	Contact Person	Telephone No. ()	Fax No. ()
Name or Contract No.		Number of Years/Term of Contract		Type of Service	Dollar Amount \$

5. _____	Legal Name of Firm	Address of Firm	Contact Person	Telephone No. ()	Fax No. ()
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 OF 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: _____

PROPOSER’S/OFFEROR’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 PARTICIPATION FOR EMPLOYMENT**

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:

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.

ORGANIZATIONAL LICENSES, PERMITS AND CERTIFICATION

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:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

**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 RFP to the County.

Signature of Principal Owner, an Officer, or Manager responsible for submission of the RFP to the County.

Date

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

Signature of Principal Owner, an Officer, or Manager responsible for submission of the RFP 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 RFP to the County.

Signature of Principal Owner, an Officer, or Manager responsible for submission of the RFP to the County.

Date

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

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

PROVIDER'S NAME
TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION
YOUTH (THP-Plus)
PRICING SCHEDULE

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, Attachments, and Contract.

<u>TRANSITIONAL HOUSING PROGRAM</u> <u>FOR EMANCIPATED FOSTER/PROBATION YOUTH</u> (THP- Plus)	Pro Rata Payment Per Unit of Service
put agency name here CONTRACTOR shall not exceed the maximum capacity of XX THP-Plus participants per month.	\$2,200.00 per month per THP-Plus participant.

Authorized Signature

Print Name and Title

Date

(LINE ITEM BUDGET)

PROVIDER'S NAME

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED
FOSTER/PROBATION YOUTH (THP-Plus)

LINE ITEM BUDGET AND NARRATIVE

(Insert each agency's budget here)

(Note: 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. Additionally, 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.)

SAMPLE LINE ITEM BUDGET SHEET

Contractor's
Name: _____

Service Category: _____

Date
Prepared: _____

DIRECT COST (List each staff classification)

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

*FTE = Full Time Equivalent Positions

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

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Payroll Taxes	\$ _____

Insurance (List Type/Coverage. See Part I, Section 5.2, Insurance Coverage 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 **\$ _____**

TOTAL MONTHLY COSTS **\$ _____**

**COUNTY OF LOS ANGELES THP-PLUS CERTIFICATION PROVIDER PLAN
GUIDELINES**

THP-PLUS CERTIFICATION

All prospective THP-Plus Providers must submit a County of Los Angeles THP Plus Certification Provider Plan to become certified by the COUNTY.

THE PLAN SHALL ALSO INCLUDE:

- A statement describing the Proposer's purpose and mission.
- A description of the population to be served.
- A detailed list and description of all supportive services to be provided.
- A contract between the provider and the participant that sets out the specific responsibilities of each. Describe the provisions of the contract, and submit a copy of the contract along with the Provider Plan.
- A policy regarding Damage Reimbursement. Submit a copy of the policy as an attachment to the Provider Plan.
- A description of the provider's policies regarding employment criteria, including consideration of the employee's age, drug or alcohol history, and experience working with individuals in the target population's age range.
- The agency's policies regarding:
 - Education requirements
 - Work requirements
 - Savings requirements
 - Personal safety
 - Visitors, including variations for single-site and scattered-site housing if applicable
 - Emergencies, including participant medical emergencies. Will staff transport participants to a medical facility, and will family members/caring adults be notified?
 - Medical requirements, including if medical or dental examinations are required for the participants.
 - Disciplinary measures
 - Child care
 - Pregnancy

- Curfew, including variations for single-site and scattered-site housing if applicable
- Apartment cleanliness
- Budgeting
- Care of furnishings
- Cars
- Lending or borrowing money
- Dating
- Ground rules for termination
- Disposition of furnishings when a participant completes the program
- Decorating of apartments/housing locations including what items the participants will be allowed to retain

The plan must be in compliance with the Transitional Housing Program (THP) Plus Certification Standards listed in the California Department of Social Services (CDSS) Division 30, Section 30-920.1 (a) through (v). Each THP-Plus agency's program plan shall, at a minimum, ensure that:

- (1) The program will only serve eligible participants as defined in MPP Section 30-900.13.
- (2) The program shall not discriminate on the basis of race, national origin, gender, sexual orientation, or disability (Welfare and Institutions Code Section 16522.1(a)(1)) and that youth who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- (3) The agency shall, with the assistance of a county designee, assist each participant to complete the Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP/THP-Plus TILP) form designed by the County.
- (4) The program describes how it will assist participants to live independently and to accomplish the goals described in their STEP/THP-Plus TILP.
- (5) The STEP/THP-Plus TILP is reviewed and updated at least annually by the participant, the county designee, and other appropriate individuals and as needed to reflect necessary changes.
- (6) Participants shall be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- (7) The housing has reasonable transportation access to schools, employment appropriate supportive services, shopping and medical care.

Required Form 33

- (8) All agencies shall provide employees training and ensure that all agency employees are trained and capable of working with former foster youth.
- (9) Criminal record clearances shall be required for all agency employees.
- (10) Programs shall comply with applicable federal, state, and local housing laws and fire clearance requirements.
- (11) Participants will not share bedrooms.
- (12) Participants have the right to be free from arbitrary or capricious rules; the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result); and the right to a grievance procedure.
- (13) Participants' right to confidentiality is respected. This right applies to the dissemination, storage, retrieval and acquisition of identifiable information. The agency shall not release information about a tenant's receipt of services without a written release from the tenant.
- (14) Participants' right to privacy is respected. Information shall be requested from the tenant only when the information is specifically necessary for the provision of services. Tenants shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- (15) The functions of property management and service provider shall not be blended. The program plan shall clearly define the roles and responsibilities of each part of the organization.
- (16) The agency shall comply with California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.).
- (17) If medical services are needed by participants, these services shall be provided by a medical professional or an appropriately licensed (or otherwise legally operating - e.g. county) clinic or adult day health center that may offer services off-site or through a home visit program, including services which are made available on a regularly scheduled basis on-site.
- (18) Participants are given a choice regarding what services to access and the location of the services (on-site or offsite), as long as the goals of the STEP/THP-Plus TILP are being met.

Required Form 33

- (19) The THP-Plus program is clearly distinguishable from those that are required to be licensed as an Adult Residential Care facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- (20) Applicable provisions of Welfare and Institutions Code Section 16522.1 are incorporated.
- (21) A description of the participant application process and the selection criteria are included.
- (22) Any participant funds retained by the provider on behalf of the tenant shall be deposited in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the program, or earlier, if permitted by the THP-Plus program guidelines.

THP-PLUS CERTIFICATION PROVIDER PLAN FORMAT

Proposers shall submit a plan that is typewritten on 8 1/2" x 11" white bond paper in 12 pt. Ariel or Times New Roman font, OR download a Provider Plan template* from the following website: www.THPPlus.org .

The original Provider Plan and one copy shall be secured in separate binders with labels that include the proposer's name, the title: THP-Plus Certification Provider Plan, and the RFP number. The binders must be submitted along with the proposal.

***Please note that plans submitted on the template must include at a minimum, all of the components referenced on this Required Form 33.**

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 _____

PART H – SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS

List of Supplemental Information and Transmittal Forms

BUSINESS PROPOSAL REQUIRED SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS	
Appendix A	Listing of Contractors Debarred in Los Angeles County
Appendix B	County of Los Angeles Policy on Doing Business with small Business
Appendix C	Defaulted Property Tax Reduction Program
Appendix D	Determination of Contractor Non-Responsibility and Contractor Debarment
Appendix E	Background and Resources: California Charities Regulations
Appendix F	Transmittal Form to Request an RFP Solicitation Requirements Review
Appendix G	Transmittal Form to Request a Disqualification Review
Appendix H	Transmittal Form to Request a Request for Proposals Proposed Contractor Selection Review
Appendix I	Transmittal Form to Request a County Review Panel

APPENDIX A

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 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.)

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.

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

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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 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.

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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 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.

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- (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, 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

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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.)

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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/>

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2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.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 DISQUALIFICATION REVIEW

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

Table with 2 columns: Vendor Name, Date of Request, Project Title, Project No.

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

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

Request submitted by:

(Name) (Title)

For County use only

Form for County use only containing fields for Date Transmittal Received by County, Date Request Due, Reviewed by, Results of Review - Comments, and Date Response sent to Vendor.

**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: _____

APPENDIX I

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

TRANSMITTAL FORM TO REQUEST A COUNTY REVIEW PANEL

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: _____