

THPP AND/OR THPP-NMD CONTRACT INVESTIGATION/MONITORING/AUDIT REMEDIES AND PROCEDURES

These internal policies and procedures are attached to the Transitional Housing Placement Program (THPP) and/or Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Contracts to inform CONTRACTORS of Department of Children and Family Services' (DCFS) and the Probation Department's (Probation) investigation, monitoring, and audit remedies and procedures. These policies and procedures are subject to revision by DCFS and the Probation, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS and Probation may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer (DNR) and Do Not Use (DNU) actions must be approved by DCFS' Director or the Probation's Chief Probation Officer or his or her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable, or discriminatory.

DCFS and Probation are responsible for monitoring and investigating, as a whole, all facilities licensed by Community Care Licensing Division (CCLD) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation, or for administrative, programmatic or fiscal non-compliance.

During the normal course of its compliance monitoring or as the result of an investigation, DCFS or Probation may take action, when necessary, to protect placed children in these facilities, including requesting immediate corrective action, placing the CONTRACTOR on Hold, Administrative Hold, DNR, or DNU status. Staff may recommend a corrective action plan, Hold, Administrative Hold, DNR, or DNU Status, regardless of whether law enforcement or CCLD take similar action.

The County of Los Angeles Auditor-Controller is also responsible for completing fiscal review audits of CONTRACTORS. Fiscal review audit findings are not addressed in this Exhibit N, except to the extent discussed below or specifically referenced in other parts of the Contract. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

A. Administrative Remedies

DCFS and Probation may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse and neglect in out-of-home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS and Probation reasonably determines—that a CONTRACTOR's noted non-compliance is correctable; a CAP shall serve as the CONTRACTOR's commitment to resolve noted areas or items of non-compliance.
2. **Administrative Hold** – After providing the CONTRACTOR with a 15 business day Notice of Intent to place CONTRACTOR on an Administrative Hold, if during which time the CONTRACTOR cannot demonstrate its resolution of the issues, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on an Administrative Hold status, for up to a 45-day period. Administrative Holds are for administrative, programmatic, and fiscal non-compliance issues requiring immediate resolution that are not related to child safety.

Limited to an additional 45 days, an Administrative Hold status may be extended for extenuating circumstances beyond the control of DCFS and Probation, with the understanding that the

extension of the Administrative Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee.

3. **Investigative Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during an investigation, monitoring, or audit, when based on prima facie evidence, DCFS or Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS and Probation, with the understanding that the extension of Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or non-compliance with a significant administrative, fiscal, or programmatic requirement of the Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Section 14.0 of the THPP and THPP-NMD Contracts. A Hold request must be approved by a Division Chief, or Bureau Chief.
4. **Do Not Refer (DNR) Status** - DNR refers to the suspension of new DCFS and Probation placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 14.1 of the THPP and THPP-NMD Contracts, and as further described in this Attachment. A DNR recommendation must be approved by a Deputy Director or a Deputy Chief.
5. **Do Not Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. DNU Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 14.1 of the THPP and THPP-NMD Contracts, and as further described in this Attachment. A DNU recommendation must be approved by a Deputy Director or a Deputy Chief.
6. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief or a Bureau Chief.

B. Corrective Action Plan (CAP) Procedures

1. Any verbal notice that is given to CONTRACTOR to make needed corrections, requested by DCFS or Probation, that requires immediate action to resolve child safety issues (including safety of Non-Minor Dependents) shall include specific due dates, not to exceed beyond three calendar days. DCFS or Probation will provide written confirmation of the requested corrective action within three business days.

2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR's proposed CAP to DCFS and Probation within 30 calendar days from receipt of the written confirmation from DCFS or Probation (Contractor Notification Letter); the timeframe depends on the nature of the non-compliance. The CONTRACTOR's CAP is reviewed and approved by DCFS and Probation within 15 business days.
3. The CAP must address each finding made in the Contractor Notification Letter. An appropriate CAP identifies the noted non-compliance, includes a brief statement of the estimated root-cause and includes the detailed action that will be implemented to correct the noted non-compliance. This is followed by an explanation of how the corrective action will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and the CONTRACTOR's plan to prevent subsequent repeated instances of the same non-compliance or inappropriate action. The CAP should include the requisite timeframes necessary for full implementation and identify the title(s) of the CONTRACTOR's staff that will insure the corrective actions are implemented. The CAP should also include the CONTRACTOR's internal Quality Assurance or Continuous Improvement Process to allow for an appropriate adjustment of CONTRACTOR's policies, procedures as necessary and when the CONTRACTOR will complete its internal root-cause analysis as necessary. A CAP addendum will be required if the CAP does not adequately address all issues.
4. DCFS or Probation (or together if necessary) will conduct follow-up to assess for implementation of CONTRACTOR's approved CAP. This may include where necessary, unannounced visits to the THPP and THPP-NMD sites, and if necessary to other CONTRACTOR locations to verify the corrective action implementation. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing.
5. A Hold, DNR, or DNU Status may be imposed at the discretion of DCFS or Probation, if the requested corrective action is not implemented and maintained or if the CONTRACTOR does not submit an approved CAP or CAP addendum within the agreed-upon timeframes.

C. Administrative Hold Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail 15 business days prior to the effective date of DCFS or Probation's (or both) intention to place CONTRACTOR on an Administrative Hold for Administrative reasons not related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the Notice of Intent letter to place the CONTRACTOR on Administrative Hold.
2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Probation Director, Probation Senior Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding

to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS, Probation, and CONTRACTOR will have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS or Probation during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. The authorization or the approval must be in writing from the Court. DCFS and Probation will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the Review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Probation, Auditor-Controller, or CCLD personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Children's Administrator III, Assistant Regional Administrator, Director, or higher level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS or Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Review Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS or Probation obtains information which leads them to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold, DNR, or DNU Status no longer applies, DCFS and Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

D. Investigative Hold, Do Not Refer (DNR), and Do Not Use (DNU) Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail within 72 hours of DCFS or Probation's (or both) decision to place CONTRACTOR on an Investigative Hold, Hold, DNR, or DNU for reasons related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the written notice of placement on an Investigative Hold, Hold, DNR, or DNU. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold, DNR, or DNU Status. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within

5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.
4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS, Probation, and CONTRACTOR will have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS and Probation during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. The authorization or the approval must be in writing from the Court. DCFS and Probation will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the Review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Probation, Auditor-Controller, or CCLD personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Children's Administrator III, Assistant Regional Administrator, Director, or higher level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS and Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 72 hours of the Review Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS or Probation obtains information which leads them to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold, DNR, or DNU Status no longer applies, DCFS and Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

Revised 1/9/2018

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

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

PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

**County of Los Angeles – Department of Children and Family Services
Transitional Housing Placement Program (THPP) and
Transitional Housing Placement Program for
Non-Minor Dependents (THPP-NMD) Services
Request for Statement of Qualifications (RFSQ) # CMS 17-0003
QUESTIONS AND ANSWERS**

The following is the official response to the questions submitted by prospective proposers by the May 11, 2018 deadline.

THPP & THPP-NMD RFSQ

1. Question: In regards to pg. 7, Part A, Subsections 4.2 and 4.2.1, could you please clarify.

Answer: Part A, Subsections 4.2 and 4.2.1 are about the “Subsequent Periods for SOQ Submission.” The new Subsequent SOQ (Statement of Qualifications) Submission Dates are:

January 11, 2021 through January 25, 2021
January 10, 2022 through January 24, 2022

Refer to Addendum Number One, Item #3.

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

2. Question: Part D, Required Forms – Can the forms be provided electronically to be able to fill on computer?

Answer: We are currently not able to provide fillable forms.

3. Question: Can someone make all the forms that we have to fill out, fillable forms, including Attachment C-1 and Attachment I? Someone did this for the FCPS SOQ and it was a huge help.

Answer: We are currently not able to provide fillable forms.

ATTACHMENT D

4. Question: On page 2 of 3 on Form 1, page 42, Part D, there is no place for NA on the questions relating to THPP if we are not applying for that. What should we answer?
- Answer: On Form 1, Part D, the two items related to THPP are “Submitted CDSS CCLD license to operate a THPP,” and “Rate Notification Letter from CDSS Foster Care Rates Bureau THPP.” If you are not submitting an SOQ for THPP, answer No to both.
5. Question: Should we just omit Form 2 on page 44 if we are not submitting for THPP or do we need to put a page in the submission with “NA” on it?
- Answer: Form 2 was a two-page form for THPP and THPP-NMD. It has been split into two forms, Form 2a for THPP and Form 2b for THPP-NMD (see Addendum Number One, Item #17). Complete and submit the form corresponding to the program you are applying for.
6. Question: Please confirm that you are looking for the facility site that is on the CCL License and other program building locations in LA where we have a business location. Please confirm that you are NOT asking for a list of remote site units where the participants reside? Reference: Part C, Subsection 2.4.1.4, Service Delivery Sites (Form 2).
- Answer: Form 2 was split into two forms, Form 2a and Form 2b (see Addendum Number One, Item #17). Form 2a and Form 2b ask for information regarding the agency’s administrative office located in Los Angeles County. The address of this office should be the same as the address on the CCLD THPP, THP+FC, or THPP-NMD license.
- Form 2a and Form 2b also ask for information regarding the housing sites the proposer has available to program participants. If the proposer does not have any housing sites yet, then the proposer may write “N/A” on the first FACILITY Name box.
7. Question: Form 2 – Service Delivery Sites. Is this where our offices are or where the apartments are?
- Answer: Form 2 was split into two forms, Form 2a and Form 2b (see Addendum Number One, Item #17). Form 2a and Form 2b ask for information regarding the agency’s administrative office located in Los Angeles County. The address of this office

should be the same address as the address on the CCLD THPP, THP+FC, or THPP-NMD license.

Form 2a and Form 2b also ask for information regarding the housing sites the proposer has available to program participants. If the proposer does not have any housing sites yet, then the proposer may write "N/A" on the first FACILITY Name box.

8. Question: For Form #2, do we need addresses of our sites by the time we apply? If we do not yet have the contact information, can we still apply? Reference: Part C, Subsection 2.4.1.4.

Answer: Form 2 was split into two forms, Form 2a and Form 2b (see Addendum Number One, Item #17). Form 2a and Form 2b ask for information regarding the agency's administrative office located in Los Angeles County. The address of this office should be the same address as the address on the CCLD THPP, THP+FC, or THPP-NMD license.

Form 2a and Form 2b also ask for information regarding the housing sites the proposer has available to program participants. If the proposer does not have any housing sites yet, then the proposer may write "N/A" on the first FACILITY Name box of the applicable form when developing the statement of qualifications for submission.

9. Question: On Form 9, page 52, can we have a few more instructions on it? Do we include all the apartments we are leasing? A copier lease?

Answer: Part C, Subsection 2.4.1.11 states that, "Proposer must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the Proposer's ability to perform the contract. Proposer shall indicate on this form if it has no such commitments."

Identify all current agency-wide commitments, which may include existing payment obligations, such as the apartments you are leasing, equipment leases, including copier leases, company vehicle leases, or other financial commitments that support your business operations and will help you to meet your obligations under this contract.

10. Question: On Forms 10, 11, and 12 on pages 53-55 you ask for FAX numbers. I have tried to get these off county signature blocks

on emails but no one seems to put those on there. Will you be sending us a list of all the county FAX numbers for those who are over all the contracts or be deleting this request on these forms?

Answer: Write "N/A" if a fax number is not available. No, we will not provide a list of all County fax numbers nor will we delete this request at this time.

11. **Question:** On Form 13, page 56, you ask for involvement in "any litigation," yet the instructions for the form in Part C page 28 says it is for "the past 5 years." Do you want them for the past 5 years (which makes more sense, like it used to be), or do you want the answers from the beginning of time?

Answer: Follow the instructions in Part C, Subsection 2.4.1.15, which specifies that a proposer "must include details of any failure or refusal to complete a contract and identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer within the past five years."

12. **Question:** The description on pg. 28 (Part C, Subsection 2.4.1.18) does not state to provide the Registry of Charitable Trust. Do you need proof of the Registry?

Answer: The instruction to provide the Registry of Charitable Trust is in Form 16: "If a 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 then the Proposer or Contractor shall attach 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."

13. **Question:** For new agencies how will we be affected by pg. 23, Part C, Subsection 2.4.3.6, Audited Financial Statements and Single Audit Reports since a new agency would not have audited financials?

Answer: Statements of Qualifications submitted without the required Audited Financial Statements or Single Audit Reports may be disqualified due to non-responsiveness.

14. Question: In Part C, Subsection 2.4.3.6 on page 32, it asks for the most recent audited financial statements for the last two years, so are you asking for two audits and not three?

Answer: Yes, we are requiring two audits and not three.

15. Question: Will two separate plans need to be submitted for THPP and THPP-NMD?

Answer: Yes, proposers shall submit two separate plans of operation for THPP and THPP-NMD.

16. Question: Part A, Subsection 2.3: "The THPP-NMD provides SPA based ..." Does proposer need to submit an application for each SPA? We had heard previously that the RFSQ for NMD would not be a SPA specific application.

Answer: A proposer does not have to apply for each SPA. A proposer should apply only for the SPAs that it intends to serve. According to the THPP and/or THPP-NMD RFSQ, Part C, Subsection 2.1.1, a complete original SOQ and two copies must be submitted for each Service Planning Area (SPA) the Proposer is applying to serve.

17. Question: What is the font size requirement for RFSQ submissions?

Answer: Statements of Qualifications (SOQs) and Plans of Operation should be typed single sided using a 12-point Arial font. Refer to Addendum Number One, Item #12.

18. Question: The referenced section (Part C, Subsection 2.4.1.15 and Form 13) states to disclose any litigation within the past 5 years, but the form itself states 7 years. Which time frame do we need to provide?

Answer: The five years mentioned in Part C, Subsection 2.4.1.15 refers to the proposer's (i.e., the agency's) litigation, while the seven years mentioned in Form 13 refers to the litigation of the proposer's officers.

19. Question: The referenced section (Part C, Subsection 2.4.3.10) states that licenses, degrees, and diplomas for each staff on the organizational chart shall be attached. Would transcripts be sufficient?

Answer: Transcripts may be submitted instead of degrees or diplomas if the transcripts state that the individual on the transcript has been awarded the degree or diploma.

20. **Question:** For the requirement, “Proposer shall submit and maintain a CDSS CCLD license to operate a Transitional Housing Placement Program,” does that mean we must submit the license in this proposal package, or does it mean we must have submitted a license application, and do not need it at the time of our THPP application? Reference: Part A, Subsection 6.2.

Answer: Proposer must submit license with SOQ and maintain license thereafter.

21. **Question:** Can we change the titles of the suggested signers to match the titles to those approved by the Board Resolution? Reference: Part C, Subsection 2.4.4, Section D – Last Page of SOQ.

Answer: Yes, you can change the titles of the signers on the Last Page of SOQ to match the titles of the individuals authorized by the Board Resolution to bind the proposer in a contract.

22. **Question:** When is plan of operations due?

Answer: The plan of operation is due with your SOQ on February 25, 2020, at 12:00 PM.

23. **Question:** Is the expectation that the SOQ submission and the Plan of Operation are delivered to the county each in separate boxes and in separate binders, or shall the SOQ submission and the Plan of Operation be delivered together in 1 box with separate binders inside?

Answer: SOQs and Plans of Operation shall be placed in separate binders. Proposers may place the separate binders of the originals and copies of the SOQ and the Plan of Operation either in one box, or in two separate boxes with one box for the SOQ and the other box for the Plan of Operation.

24. **Question:** I just want to verify that everything that we need to submit is included in PART C: Instructions to Proposers, and on the PART D - REQUIRED FORMS/SUBMISSION PACKET list. Is that accurate?

Answer: You need the RFSQ in its entirety, not just Parts C and D, to submit a Statement of Qualifications and a Plan of Operation.

25. Question: In Part D, Attachment C-1 is shown in Section C, but in 2.4.3.2 on page 31 of Part C, it says to place it as the first form following the Table of Contents, which is in Section A and would put it before Form 1. Which place are we supposed to put it or are we supposed to put it in both places?

Answer: Part C, Subsection 2.4.3.2 refers to Attachment I, not Attachment C-1. In Addendum Number One, Item #14, the instruction to place Attachment I after the Table of Contents is replaced with the instruction to place Attachment I as the second form in Section C of the Statement of Qualifications.

26. Question: In Part C, pg. 33, Subsection 2.4.3.7.3, it says, "If Proposer does not currently have the required insurance coverage, he/she may submit with the SOQ a letter from a qualified insurance carrier indicating a willingness to provide Proposer the required coverage should it be selected to receive a Contract award;" however, in Subsection 2.4.3.7.4, it says that "Letters of Intent from insurance brokers will not be considered acceptable substitutes." Can you clarify this?

Answer: An insurance carrier is different from an insurance broker. A letter from a qualified insurance carrier (i.e., insurance company) indicating a willingness to provide the proposer the required coverage should it be selected to receive a contract award is an acceptable proof of insurability. A similar letter from an insurance broker, which buys and sells insurance products on behalf of a client, is not an acceptable proof of insurability.

THPP & THPP-NMD PROGRAMS

Note that Part J, THPP-NMD Statement of Work, is replaced in its entirety with a revised Statement of Work (SOW), which is Attachment A of this Addendum Number One. If the subsection numbers have changed in the revised SOW (Attachment A), the new subsection numbers will be cited in the answers.

1. Question: Please confirm that current providers can submit their current approved plan of operations with no changes, including no changes specific to SB 612. Reference: Part A, Subsection 6.10.

Answer: Yes, that is correct. Current providers may submit their current approved plans of operation without changes.

2. Question: Please confirm the THPP-NMD rates. These rates do not look like the current rates. Reference: Part A, Subsection 9.3.

Answer: Current rates: Single/Remote \$3,474
Host \$2,764

Refer to Addendum Number One, Item #10.

3. Question: What is the correct rate?

Answer: Current rates: Single/Remote \$3,474
Host \$2,764

Refer to Addendum Number One, Item #10.

4. Question: If an agency has a current rate letter from CDSS Foster Care Rates Bureau does the agency need to receive an additional or current Rate Notification letter from the Foster Care Rates Bureau for this RFSQ? Reference: Part A, Section 6.0 and Subsection 6.3.

Answer: The current rate letter from CDSS Foster Care Rates Bureau would be sufficient for this RFSQ.

5. Question: The referenced sections (Part A, Subsection 6.3 and Part C, Subsection 2.4.3.11) state to provide rate letters, to our knowledge new rate letters with the new program name (THPP-NMD) have not been issued. Can we attach the rate letters with the previous program name (THP+FC)?

Answer: Yes, you can submit the rate letters for THP+FC in your SOQs.

6. Question: Part C, Subsection 2.4.3.11 – We have one rate letter from 2013. All letters since then are general and not specific to us. Will the letter from 2013 be sufficient?

Answer: Yes, the letter from 2013 would be sufficient as long as it states Transitional Housing Program Plus Foster Care (THP+FC) New Program Rate Notification.

7. Question: What is the process to receive an approval of your plan of operation from DCFS? Reference: Part A, Subsection 6.10.

Answer: Proposers who are currently licensed by CCLD to provide THPP or THPP-NMD services must submit a Plan of Operation in response to this RFSQ. The Plan of Operation will be

reviewed by the County for accuracy and completeness based on Part L, THPP/THPP-NMD Plan of Operation Guidelines, of the RFSQ. The County will notify the providers if their proposal has been approved or, if there are deficiencies in a submitted Plan of Operation, the provider will receive details regarding the deficiencies, as well as the timeframe for resubmitting the corrected Plan of Operation.

8. Question: There was an announcement released. Several months before this RFP came out. Agencies were asked to get their plan of action/operation approved by DCFS. However, existing Licensed THP-FC in the county of Los Angeles were denied from getting their plans reviewed. Therefore, how does an existing THP-FC provider move forward in this competitive process without first having the approval from DCFS?

Answer: The announcement was for unlicensed agencies only.

9. Question: Is THPP-NMD another acronym for the THP-FC program?

Answer: THPP-NMD is the new name for THP+FC. The name was changed by SB 612.

10. Question: How does "Host Family" differ from Resource Family? How are host families licensed/vetted?

Answer: Contractors select and monitor host families in accordance with CCLD regulations. Resource Families are not a part of this RFSQ. As an FYI, the State defines a Resource Family as a related or non-related individual(s) who accepts placement of a children who is in care.

11. Question: Is there a minimum number of host families/housing units we must provide?

Answer: No, there is no minimum number, as long as the total number of all housing units does not exceed contractor's CDSS approved THPP/THPP-NMD licensing capacity.

12. Question: Can all references to Single Site be changed to Staffed Site throughout the contract?

Answer: No, because we want to stay consistent with the terminology used in All County Letter (ACL) No. 19-70, which provided the new THPP-NMD rates effective July 1, 2019, but did not use the term "Staffed Site."

13. Question: In what form would this information (documentation regarding progress towards extended foster care goals) be provided to the CSW/DPO? Reference: Part J, Subsection 4.20.

Answer: THPP-NMD participants' progress towards extended foster care goals would be documented in the Progress Report (Exhibit A-20) for the respective reporting periods.

14. Question: Request an amendment to strike COC (Certificate of Compliance) in THPP-NMD units. As long as the COC is readily available upon request by Program Staff as requested or needed by DCFS, CCL, or Dept. of Probation. Reference: Part J, Subsections 5.6 and 5.6.2.2.

Answer: Yes, this language will be removed. Refer to Subsection 5.6.2 in Attachment A of Addendum Number One.

15. Question: Are fire clearances required for all parenting youth apartments or just non ambulatory? Are infants considered non ambulatory? Reference: Part J, Subsection 5.7.

Answer: Please consult with CCLD and your local fire department regarding requirements for fire clearances. Infants are considered ambulatory unless they have a condition that renders them non-ambulatory.

16. Question: Can the following language from Subsection 5.8.7.4 be deleted? "THPP-NMD Participants of the opposite sex, including siblings, shall not share a unit. This excludes Participant's minor child(ren)."

Answer: We have reviewed this request; however, after careful consideration this subsection will not be deleted, but will be revised for clarification. Refer to Subsection 5.8.7.4 in Attachment A of Addendum Number One.

17. Question: If participants share a bedroom will it affect the rate of each participant? Reference: Part J, Subsection 5.8.7.9.

Answer: No, THPP-NMD participants sharing a bedroom will not affect the rate.

18. Question: Can the following language from Subsection 5.8.7.11 be deleted? "No more than two (2) Participants shall share a bathroom."

Answer: Yes, we will delete this language. Refer to Attachment A of Addendum Number One.

19. Question: Regarding the following language from Subsection 5.9: CONTRACTOR shall conduct site inspections at least twice per month to ensure units are safe, clean and appropriately maintained,” can site inspections be done once a month, instead of twice a month?

Answer: This is consistent with our expectations and past experience(s) regarding best practice for training the THPP-NMD participants and potentially limiting property damage and issues with pests and/or rodents. The language will remain as written, and inspections will be conducted at least twice per month.

20. Question: Regarding Subsection 5.9.1.1, which is about repainting the unit, can the following provision be added: “If a Participant willfully and intentionally damages the paint in a unit, CONTRACTOR may work with youth to use youth’s funds to repaint damaged unit.”?

Answer: We have reviewed this request; however, after careful consideration, Subsection 5.9.1.1 will remain as written.

21. Question: Regarding Subsection 5.9.1.2, which is about replacing the carpet, can the following provision be added: “If a Participant willfully and intentionally damages the carpet in a unit, CONTRACTOR may work with youth to use youth’s funds to repaint damaged unit.”?

Answer: We have reviewed this request; however, after careful consideration Subsection 5.9.1.2 will remain as written.

22. Question: Can Subsection 5.9.2.5 on emergency ladders be deleted?

Answer: We have reviewed this request; however, after careful consideration, Subsection 5.9.2.5 will not be deleted, but will be revised.

23. Question: Can Subsection 5.10.2 on unit furnishings be deleted?

Answer: We have reviewed this request; however, after careful consideration, Subsection 5.10.2 will not be deleted, but will be revised. Additionally, this is a CCLD requirement.

24. Question: Can Subsection 5.10.5 be revised as follows: “If replacement/repair is needed and not caused by normal wear

and tear, CONTRACTOR will replace/repair within five (5) business days of discovery.”

Answer: We have reviewed this request; Subsection 5.10.5 will be revised; however, the suggested language will not be used for the revision.

25. Question: Can Subsection 5.10.8 be revised as follows: “CONTRACTOR shall ensure that a work order for damaged major appliances (refrigerators, stoves, ovens, heating/air conditioning units, etc.) are replaced or repaired is initiated within 48 hours of discovery of the damage, and ensure the well-being of the Participant until such time that the appliance can be repaired or replaced.”

Answer: We have reviewed this request; however, after careful consideration, the subsection will remain as written. This subsection corresponds to Subsection 5.10.6 in Attachment A of Addendum Number One.

26. Question: If we can add language similar to Part J, Subsection 5.10.6 that agency will work with participant to use participant funds to replace items in Subsections 5.10.10 and 5.10.11 to ensure each unit has the minimum required number of items. To support life skills accountability to not “throw away kitchen items, etc.” Reference: Part J, Subsection 5.10.12.

Answer: After review, we are in agreement, and this subsection will be revised. Additionally, we will ensure all sections and subsections related to the THPP-NMD participant paying for damages are consistent and inclusive of all instances. Refer to Subsection 5.10.9 in Attachment A of Addendum Number One.

27. Question: Add if participant caused damage to window treatments the contractor will replace the window treatments to ensure privacy and will work with participant to replace or repair window treatment. To support life skills and accountability for damage outside of normal wear and tear. Reference: Part J, Subsection 5.10.23.

Answer: Yes, we will add this language. Refer to Subsection 5.10.17.1 in Attachment A of Addendum Number One.

28. Question: If a Program Administrator has 2 THPP-NMD programs, does this section mean that the Program Administrator is dedicated to the THPP-NMD program only, and cannot work in any other capacity for the agency? Reference: Part J, Subsection 6.1.1.

Answer: They cannot serve in any additional positions in the THPP-NMD.

29. Question: An Amendment to Part J, 6.1.1.1: "The Program Administrator must work and be present at THPP-NMD Administrative Office for 20 hours per week." Rationale: Allow for least amount of restriction in a supervised (structured) environment so staff will not be present at a THPP-NMD site. (Remote site). Reference: Part J, Subsection 6.1.1.1.

Answer: Each Program Administrator must work and be present in each administrative or sub-administrative office for at least 20 business hours per week. Refer to Subsection 4.2 in Attachment A of Addendum Number One.

30. Question: "Present at THPP facility" (Part J, Subsection 6.1.1.1) Facility is administrative office, correct? Not staff (single) site facility, correct?

Answer: Facility refers to each Administrative Office location.

31. Question: Request to add "or have a minimum master's degree and have a minimum of 2 yrs. experience in public or private child welfare services setting or specific experience working with transition age youth who are 16 to 24 years of age, inclusive." As to not limit qualification for perspective program administrators with experience in other master's degree. Reference: Part J, Subsection 6.1.1.2.

Answer: CDSS determines the qualifications.

32. Question: What is the maximum amount of cases Social Work Supervisors may have on a caseload if they are supervising social workers or a fraction thereof? Reference: Part J, Subsection 6.1.2.

Answer: A Social Work Supervisor may function as a social worker when supervising fewer than (8) Social Workers, and shall be allowed to carry three (3) cases in place of supervising one social worker. Refer to Subsection 6.1.2.1 in Attachment A of Addendum Number One.

33. Question: What is the county's plan to ensure CCLD will change their requirements of a master's degree for case managers to ensure agencies will not jeopardize their THPP-NMD license.

CCLD currently is not aligned with AB612. Reference: Part J, Subsection 6.1.3.4.

Answer: This is not something for which we have control. CCLD sets policy and guidelines for THPP-NMD licensing requirements. Additionally, they provide oversight and guidance to Counties. We cannot ensure that CCLD will change this requirement.

34. Question: Can you delete Subsection 7.4 which states that “CONTRACTOR shall designate at least 20% of its units for pregnant and parenting applicants or custodial Participants who become pregnant (or parents) while in THPP-NMD.”?

Answer: We have reviewed this request; however, after careful consideration, Subsection 7.4 will not be deleted and will remain as written.

35. Question: Can Subsection 8.1.5.1 be revised as follows: “CONTRACTOR may not ask NMD or CSW/DPO to provide any confidential documents related to a prior allegation (~~i.e. investigate narrative, minute orders, case notes, etc.~~) but can request non-confidential documents and information to assist the CONTRACTOR to understand the applicant’s history and needs.”?

Answer: We have reviewed this request; however, after careful consideration, the subsection will remain as written. Contractor may not request confidential documents regarding the applicant/participant. This subsection corresponds to Subsection 8.1.6 in Attachment A of Addendum Number One.

36. Question: Is scheduling an interview within seven (7) business days of receiving completed application and documents required for every application received? A provider could receive 20+ applications and documents a week. Reference: Part J, Subsection 8.1.6.

Answer: Yes, that is correct. Refer to Subsection 8.1.7 in Attachment A of Addendum Number One.

37. Question: Can Subsection 8.1.7 be revised as follows: “CONTRACTOR shall interview all applicants referred to its agency, ~~with the exception of unless~~ CONTRACTOR does not have an immediate (30 business days or less) opening, and/or applicant does not meet THPP-NMD eligibility requirements, or applicant is not appropriate for THPP-NMD.”?

Answer: After review, we are in agreement, and this subsection will be revised as requested. Refer to Subsection 8.1.8 in Attachment A of Addendum Number One.

38. Question: Part J, Subsection 8.1.7.2 (Waitlist) – Can you consider beginning the 30 business days waiting list once the complete application has arrived? Very often initial applications are lacking documents, or have documents such as SOC 161 & TILP that are about to expire.

Answer: Yes, we will change the waitlist to begin 30 business days after receiving the complete application packet. Refer to Subsection 8.1.10 in Attachment A of Addendum Number One.

39. Question: Can Subsection 8.1.8 be revised as follows: “CONTRACTOR has the option to conduct a pre-placement orientation and ~~interview~~ site visit with the THPP-NMD applicant and CSW/DPO (if available). If the applicant and CSW/DPO agree to consider placement with the CONTRACTOR, the CONTRACTOR will schedule a site visit, if requested by applicant or CSW/DPO, for the applicant and the CSW/DPO prior to placement. The orientation and site visit may occur simultaneously.”

Answer: We have reviewed this request; and after careful consideration, the subsection, which corresponds to Subsection 8.1.11 in Attachment A of Addendum Number One, will be revised as suggested.

40. Question: Can the language in Subsection 8.5.2.1 be replaced with the following: “Upon placement of the THP+FC Participant, CONTRACTOR shall complete the Participant Inventory (Exhibit A-11) to confirm the Participant and his/her child(ren) has, at minimum, the age appropriate clothing items listed on the Inventory. CONTRACTOR shall request missing clothing items through the Participant’s CSW/DPO.”?

Answer: We have reviewed this request; however, after careful consideration Subsection 8.5.2.1 will not be revised as suggested, but will be revised for clarity.

41. Question: Can Subsection 8.5.3.1 be revised as follows: “Upon placement, CONTRACTOR shall ~~supply~~ ensure Participant has a variety of nutritious food and beverages for at least seven (7) ~~business~~ days. CONTRACTOR may consult with Participant about food options.”?

Answer: We have reviewed this request; however, after careful consideration, Subsection 8.5.3.1 will not be deleted, and will remain as written.

42. Question: Can Subsection 8.5.3.3.1, which states that County will not approve plans that include referring Participants to food banks, be deleted?

Answer: We have reviewed this request; however, after careful consideration, the subsection will not be deleted, and will remain as written. This subsection corresponds to Subsection 10.3.3.2.1 in Attachment A of Addendum Number One.

43. Question: Can Subsection 8.5.4.1 be revised to read as follows:

“CONTRACTOR shall be responsible for connecting, maintaining and payment of all related costs/bills ~~for~~ all utilities for each THPP-NMD unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit. ~~The bills for the THPP-NMD unit shall not be in the Participant’s name.~~ unless a determination is made that the Participant is ready and able to assume this responsibility.”

“This determination may be made no sooner than six months following placement of the Participant into the CONTRACTOR’s THPP-NMD program and shall be agreed to by the Participant and documented in the Participant’s Needs & Services Plan. If any utility accounts are transferred to the Participant, CONTRACTOR shall be placed on the account(s) as the third party guarantor.”?

Answer: We have reviewed this request; however, after careful consideration, Subsection 8.5.4.1 will remain as written.

44. Question: Can Subsection 8.5.5.8 be revised as follows: “CONTRACTOR shall allow the Participant (at his/her cost) to have, personal access to internet service, cable, a personal landline or cellular telephone service, or a personal computer for Internet access in the THPP-NMD Unit.”?

Answer: We have reviewed this request; however, after careful consideration, the subsection will remain as written. This is a CCLD regulation. This subsection corresponds to Subsection 8.5.5.7 in Attachment A of Addendum Number One.

45. Question: Can Subsection 8.5.9.1 be revised as follows: “For Participants placed in the THPP-NMD program on or after the implementation date of this contract, CONTRACTOR shall automatically retain \$75 dollars per month from the Participant’s allowance, and save the funds in an interesting bearing savings account.”?

Answer: We have reviewed this request; however, after careful consideration, Subsection 8.5.9.1 will not be revised as requested; instead, it will have one correction: “interesting” will be replaced by “interest.”.

46. Question: Can the subsections under Subsection 8.5.11.1 be revised as follows?

8.5.11.1.1 CONTRACTOR shall inform Participant of this entitlement and also advise Participant of the option to allow the CONTRACTOR to retain a “mutually agreed upon” portion ~~(not to exceed 25 percent of the infant/child supplement payment received for each child) to cover for Title IV-E allowable expenses related to his/her placement with~~ CONTRACTOR.”

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

8.5.11.1.3~~2.4~~ CONTRACTOR shall ~~discuss this option~~ work with Participant and CSW/DPO to develop an individual agreement regarding the amount of the infant supplement to be provided to the NMD and the amount the CONTRACTOR will retain and will thoroughly explain what additional services the Participant can expect to receive~~how the supplement will be utilized~~ as a result of their mutual agreement.

8.5.11.1.3.1 This agreement shall be developed and approved by the Child and Family Team (CFT), if available. If a CFT is not available, the NMD should have a support person present during the discussion to develop the shared agreement.

8.5.11.1.3.2 Allowable expenses include, but are not limited to, clothing, laundry, diapers, food, medical costs, shelter, household items (such as a crib), costs for providing

childcare, travel to the child's home for visitation, travel for the child to remain in their school of origin, and housing related costs, such as increased rent for a larger housing unit.

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

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

Answer: We have reviewed this request; however, after careful consideration, the aforementioned Subsections will not be revised as suggested, but will be revised for clarity. Refer to Subsections 8.5.11.2.3.1-4, 8.5.11.2.4, and 8.5.11.2.4.1 in Attachment A of Addendum Number One.

47. Question: Part J, Subsection 8.5.12.1 states that life skills training missed classes are refundable fines, but Part J, Subsection 8.5.12.3.3 is categorized under the non-refundable fines. Which is it?

Answer: Fines for missed life skills training are refundable. The incorrect references will be corrected or deleted, as applicable. Refer to Subsection 8.5.12.5.1 in Attachment A of Addendum Number One.

48. Question: The referenced section states "payment of fines must be agreed to by the participant". What do you mean by "agreed"? Does this mean to their payment terms, or whether the participant agrees to the fine? Reference: Part J, Subsection 8.5.12.1.

Answer: The THPP-NMD participant must agree to both the fine and the payment terms.

49. Question: Can you revise Subsection 8.5.12.1.1 to read as follows: "Refundable fines are funds returned to the Participant after discharge from the program. Fines for missed life skills training are refundable. A non-refundable fine is a reasonable number

of dollars taken from a non-minor dependent (NMD) by a housing provider for the NMD's willful and intentional destruction/damage to property or excessive utility costs exceeding the established baseline. ~~All nonrefundable fines shall be approved by the CPM."~~?

Answer: We have reviewed this request, and will revise Subsection 8.5.12, Fines; however, the suggested language will not be used for the revision.

50. Question: The referenced section states that refundable and non-refundable fines must be included on the monthly allowance receipt, but Part J, Subsection 8.5.12.3 states that non-refundable fines cannot be deducted from the participant's allowance/stipend. Can we or can we not deduct non-refundable fines from the monthly stipend? Reference: Part J, Subsections 8.5.12.3 and 8.5.12.6.

Answer: Non-refundable fines cannot be deducted from the monthly allowance. Refer to Subsection 8.5.12.5.2.1 in Attachment A of Addendum Number One.

51. Question: Can you delete the following language of Subsection 8.5.12.3? "Non-refundable fines cannot be paid from the Participant's allowance."

Answer: We have reviewed this request; however, after careful consideration, the subsection will not be deleted, and will remain as written. This is consistent with Federal guidelines. This subsection corresponds to Subsection 8.5.12.5.2.1 in Attachment A of Addendum Number One.

52. Question: Are contractors allowed to fine for excessive use of electricity? Or just phones/internet? Reference: Part J, Subsection 8.5.12.3.1.

Answer: Yes, contractors are allowed to fine for excessive use of electricity. Refer to Subsection 8.5.12.1.1 in Attachment A of Addendum Number One.

53. Question: Does Part J, Subsection 8.5.12.3.1 refer to utilities including electricity not just phone/internet?

Answer: The THPP-NMD participant is responsible for any costs above the baseline communications service costs. Contractors are allowed to fine for excessive use of electricity. Refer to

Subsection 8.5.12.1.1 in Attachment A of Addendum Number One.

54. Question On page 43 of Part J, Subsection 8.5.12.3.2 says we can “only fine participants who have received life skills training on energy conservation, and budgeting for telephone, internet and utility services at least two months prior to their incurring any excessive costs.” It seems like we should be able to reinforce the training they receive, as soon as they receive it. That is prudent parenting and good practice. What is the reason for not allowing us to do that? How does that align with prudent parenting?

Answer: We believe it is best practice to give the THPP-NMD participant an opportunity to make adjustments while working with his/her case manager to develop the skill necessary to comply with expectations.

55. Question: Can you delete the following language of Subsection 8.5.12.3.2? “CONTRACTOR may only fine Participants who have received life skills training on energy conservation, and budgeting for telephone, internet and utility services at least two months prior to their incurring any excessive costs.”

Answer: We have reviewed this request; however, after careful consideration, the subsection will not be deleted, but will be revised. This subsection corresponds to Subsection 8.5.12.5.2.3 in Attachment A of Addendum Number One.

56. Question: Clarify that participants can be fined for each life skills class missed (1-hour life skills training per week; no more than 4 per month). We would of course have a mtg. with CSW/DPO if client misses life skills. Reference: Part J, Subsection 8.5.12.3.3.1.

Answer: The provider may reduce the THPP-NMD participant’s allowance up to \$25 per each 60-minute life skills session missed. Refer to Subsection 8.5.12.5.1 in Attachment A of Addendum Number One.

57. Question: If the non-custodial parent is not a participant in our program are we required to provide safety items, or does this mean a non-custodial parenting participant in the housing program? Reference: Part J, Subsection 8.5.16.10.1.

Answer: This means non-custodial parenting THPP-NMD participant(s) in the program. Refer to Subsections 8.5.17.11 and 8.5.17.11.1 in Attachment A of Addendum Number One.

58. Question: Do life skills training sessions have to be group training sessions or does 100% individual training meet requirement as it is convenient for youth due to 1:1 training session?
Reference: Part J, Subsection 8.6.1.

Answer: Life skills training should be conducted in a group setting at least once a month. Refer to Subsection 8.6.1 in Attachment A of Addendum Number One.

59. Question: Can you delete the following language of Subsection 8.6.4.2.1? "Under no circumstances are Participants expected to pay for utilities, except for costs above the established baseline amounts as indicated in Subsection 8.5.12."

Answer: We have reviewed this request; however, after careful consideration, Subsection 8.6.4.2.1 will not be deleted, and will remain as written

60. Question: Can you revise Subsection 8.6.4.3 to read as follows:

CONTRACTOR shall provide and encourage Participant to attend not less than a 60-minute training session on any ~~four~~two subjects ~~described in this Section~~listed below each month for a minimum of ~~240~~120 minutes of training conducted each month:

- 1) Money Management/Financial Literacy Skills
- 2) Participant Banking
- 3) Maintenance of Personal Items
- 4) Nutrition and Food Management Storage, and Preparation
- 5) Unit Upkeep and Maintenance
- 6) Emergency Preparedness;
- 7) Legal Rights and Community Resources
- 8) Education and Career Development
- 9) Employment
- 10) Transportation, Vehicle Maintenance and Travel
- 11) Medical and Dental Care Training
- 12) Socialization Skills, Interpersonal Relationships and Self-Esteem
- 13) Permanent Adult Connection
- 14) Goal Setting
- 15) Time Management
- 16) Housing
- 17) Therapeutic or Emotional Support Pets and Service Animals

Answer: We have reviewed this request; however, after careful consideration, Subsection 8.6.4.3 will remain as written.

61. Question: Can you revise Subsection 8.6.4.4.1 to read as follows?
“As Once Participant completes at least one hour of training in each of the subjects listed in Section 8.6.4.3 and demonstrates proficiency in life skills, and in consultation with Participant and CSW/DPO, CONTRACTOR may reduce, the minimum minutes of training to no less than 120 minutes a month provide additional training on an as needed basis, determined by the individual needs of the Participant. The discussion with the Participant and CSW/DPO must be documented in case file.”

Answer: We have reviewed this request; however, after careful consideration, Subsection 8.6.4.4.1 will remain as written.

62. Question: Can you revise Subsection 9.10.8.2 to read as follows?
CONTRACTOR shall submit an alert within 24 hours notifying the Department of the type of incident that has occurred, along with a note that the full SIR will be submitted on the next business day. CONTRACTOR shall submit SIR by the next business day.”

Answer: We have reviewed this request; and after careful consideration, the subsection will be revised but the suggested language will not be used for the revision. This subsection corresponds to Subsection 9.10.7.2 in Attachment A of Addendum Number One.

63. Question: Can records on who administered the training, credentials (if appropriate), length of training, date of training, and verification of attendance (attendance roster) be saved in an ILP training agency binder due to volume of documents that would be stored in each TPRF? Reference: Part J, Subsection 10.2.1.

Answer: The agency may keep an ILP training binder; however, each TPRF shall have the records of every life skills training (inclusive of the above) that the THPP-NMD participant received from the agency.

64. Question: Can you delete the second sentence of Subsection 10.3.2, which reads as follows? “CONTRACTOR shall assist Participant in safeguarding his/her personal items. In instances where Participant is AWOL, on vacation, or incarcerated,

CONTRACTOR is responsible for safeguarding his/her personal items.”

Answer: We have reviewed this request; and after careful consideration, the second sentence of Subsection 10.3.2 will not be deleted but will be revised.

65. Question: Can you revise Subsection 10.3.2.3 to read as follows? “When a Participant has his/her child(ren) placed with them, CONTRACTOR shall ~~also be responsible for~~ assist NMD in monitoring Participant’s child(ren)’s clothing.”

Answer: After review, we are in agreement, and Subsection 10.3.2.3 will be revised as requested. Refer to Attachment A of Addendum Number One.

66. Question: Can you revise Subsection 10.3.2.5 to read as follows? When Participant is placed with his/her child(ren), CONTRACTOR ~~is responsible for~~ shall assist NMD in monitoring personal care/hygiene and first aid items required for the care of the child.”

Answer: After review, we are in agreement, and Subsection 10.3.2.5 will be revised as requested. Refer to Attachment A of Addendum Number One.

67. Question: Can you revise Subsections 10.3.5.1, 10.3.5.2, and 10.3.5.3 as follows?

10.3.5.1 CONTRACTOR is responsible for supplying internet service and maintaining telephone service with unlimited nationwide long distance. ~~These services shall be in the name of the CONTRACTOR and not the Participant, unless a determination is made that the Participant is ready and able to assume this responsibility.~~

This determination may be made no sooner than six months following placement of the Participant into the CONTRACTOR’s THPP-NMD program and shall be agreed to by the Participant and documented in the Participant’s Needs & Services Plan. If any service accounts are transferred to the Participant, CONTRACTOR shall be placed on the account(s) as the third part guarantor.”

10.3.5.2 ~~CONTRACTOR's~~ internet service should have enough data and speed to allow Participant to complete educational and employment activities.

~~10.3.5.3 THPP NMD Participant shall only be responsible for costs beyond the established baseline charges.~~

Answer: We have reviewed this request; however, after careful consideration, the aforementioned subsections will remain as written.

68. Question: Can you revise Subsection 10.3.7.3 to read as follows? "When Participant is placed with his/~~her~~ child(ren), CONTRACTOR is to follow up with the Participant and ~~ensure~~ that the child(ren) ~~receives~~has access to timely immunizations and medical care."

Answer: After further review, this subsection will be deleted as it is duplicative. Refer to Attachment A of Addendum Number One.

69. Question: Can you ~~revise~~ Subsection 10.5.2.3.1 to read as follows? "The stabilization plan is only effective for 30 business days ~~and only covers the issue(s) discussed at the meeting.~~"

Answer: We have reviewed this request; however, after careful consideration, the subsection will remain as written. This subsection corresponds to Subsection 10.4.1.3.1 in Attachment A of Addendum Number One.

70. Question: Can you revise Subsection 10.5.2.3.2 to read as follows? "CONTRACTOR shall convene another stabilization meeting ~~to discuss new issues, or~~ to develop a transition plan if the stabilization plan has expired and Participant remains noncompliant.

Answer: We have reviewed this request; and after careful consideration, the subsection will remain as written. This subsection corresponds to Subsection 10.4.1.3.2 in Attachment A of Addendum Number One.

71. Question: Can you revise Subsection 10.7 to read as follows? "CONTRACTOR shall secure inventory, pack and store all personal belongings left behind by any Participant who is incarcerated beyond the arraignment hearing, or has exited its program. CONTRACTOR and CSW/DPO shall work together to ensure Participant's belongings are ~~provided~~made available

to CSW/DPO within 10 business days of Participant's extended incarceration or exit."

Answer: We have reviewed this request; and after careful consideration, the subsection will be revised but not as suggested. This subsection corresponds to Subsection 10.3.2 in Attachment A of Addendum Number One.

72. Question: Can you revise Subsections 11.4.1, 11.4.2, and 11.4.3 to read as follows:

11.4.1 CONTRACTOR shall provide Aftercare/Follow-up services to all Participants served in its program for 90 days or more. However, if a Participant exits to another housing program operated by another agency and continues to reside there at the initial 90-day aftercare contact, no further contact is required by the provider. If a Participant exits to another housing program provided by the CONTRACTOR agency and does not reside in that program for 90 days, aftercare/follow-up services shall be provided by CONTRACTOR.

11.4.2 Initial contact with Participants exiting to living arrangements other than housing programs or exiting to another housing program provided by the CONTRACTOR should be made between 60 and 90 days of NMD exiting the THPP-NMD program.

~~11.4.3 If Participant no longer resides in the housing program, provider shall continue providing aftercare follow up tracking and services as required.~~

Answer: We have reviewed this request; and after careful consideration, Subsection 11.4, Aftercare Follow-up and Tracking, will be revised, but the suggested language will not be used for the revision.

73. Question: Do site inspections need to be documented in the TPRF in case management notes or by formal home inspection?
Reference: Part J, Section 13.0.

Answer: All services provided to or on behalf of THPP-NMD participants must be documented in the THPP-NMD Participant Record Folder (TPRF).

74. Question: Can you revise Program Outcome Summary – Safety, Performance Targets, which states that "100 percent of THPP Participant units will be in accordance with Contract

expectations” to read as follows: “~~400~~75 percent of THPP Participant units will be in accordance with Contract expectations.”

Answer: Program Outcome Summary was renamed Performance Outcome Summary in the revised SOW (Attachment A of Addendum Number One). We have reviewed this request; however, after careful consideration, the corresponding Performance Target in Appendix A will not be revised.

75. Question: Can you revise Program Outcome Summary – Safety, Performance Targets, which states that “100 percent of Participants will have a current health/education passport or similar record” to read as follows: “100 percent of Participants ~~will have a current health/education passport or similar record~~be encouraged to receive annual medical and dental examinations.”?

Answer: We have reviewed this request; and after careful consideration, the corresponding Performance Target in Attachment A will be revised, but the suggested language in its entirety will not be used in the revision.

76. Question: Can you revise Program Outcome Summary – Well-Being/Self Sufficiency, Performance Targets, which states that “75 percent or 10 percent of preceding year’s Participants will complete high school or an equivalent program” to read as follows: “75 percent or 10 percent ~~of~~more than preceding year’s percentage of Participants, whichever is less, will complete or make progress towards completing high school or an equivalent program.” Can you also confirm this measure only pertains to the population of youth who qualify for extended foster care under this participating condition?

Answer: We have reviewed this request; and after careful consideration, the corresponding Performance Target in Appendix A will be revised, but not exactly as suggested. And, yes, this measure only pertains to the youth who qualify under this participating condition.

77. Question: Can you revise Program Outcome Summary – Well-Being/Self Sufficiency, Performance Targets, which states that “75 percent or 10 percent of preceding year’s Participants will be enrolled in college or vocational education program at least part-time” to read as follows: “75 percent or 10 percent ~~of~~more than preceding year’s percentage of Participants will be enrolled in

college or vocational education program at least part-time.”
Can you also confirm this measure only pertains to the population of youth who qualify for extended foster care under this participating condition?

Answer: We have reviewed this request; and after careful consideration, the corresponding Performance Target in Appendix A will be revised, but not exactly as suggested. And, yes, this measure only pertains to the youth who qualify under this participating condition.

78. Question: Can you revise Program Outcome Summary – Well-Being/Self Sufficiency, Performance Targets, which states that “75 percent or 10 percent of preceding year’s Participants will have no barriers in employment attainment” to read as follows: “75 percent or 10 percent of more than preceding year’s percentage of Participants will have no barriers in employment attainment be participating in a program or activity designed to promote or remove barriers to employment.”? Can you also confirm this measure only pertains to the population of youth who qualify for extended foster care under this participating condition?

Answer: We have reviewed this request; and after careful consideration, the corresponding Performance Target in Appendix A will be revised, but not exactly as suggested. And, yes, this measure only pertains to the youth who qualify under this participating condition.

79. Question: Can you revise Program Outcome Summary – Well-Being/Self Sufficiency, Performance Targets, which states that “75 percent or 10 percent of preceding year’s Participants will be employed at least 80 hours per month” to read as follows: “75 percent or 10 percent of more than preceding year’s percentage of Participants will be employed at least 80 hours per month.” Can you also confirm this measure only pertains to the population of youth who qualify for extended foster care under this participating condition?

Answer: We have reviewed this request; and after careful consideration, the corresponding Performance Target in Appendix A will be revised, but not exactly as suggested. And, yes, this measure only pertains to the youth who qualify under this participating condition.

80. Question: Regarding Program Outcome Summary – Well-Being/Self Sufficiency, Performance Targets, which states that “100

percent of Participants will have a reason for medical exemption documented in their case files,” can you confirm this measure only pertains to the population of youth who qualify for extended foster care under this participating condition?

Answer: We have reviewed this request; however, after careful consideration, the corresponding Performance Target in Attachment A will not be revised. And, yes, this measure only pertains to the youth who qualify under this participating condition.

81. Question: Regarding Program Outcome Summary – Well-Being/Self Sufficiency, Performance Targets, which states that “51 percent of Participants shall transition to affordable or stable housing, i.e. own apartment, transition in place, college housing, or SILP. The percent shall increase each subsequent year,” can you delete the second sentence?

Answer: We have reviewed this request; however, after careful consideration, the corresponding Performance Target in Attachment A will not be revised.

82. Question: Regarding Performance Requirements Summary, Performance Standards, which states that “100% of Participant TILPs will have provider input,” can you confirm that this performance standard will consider whether the contractor provides input to the CSW/DPO for the TILP, and not whether such input is integrated into the TILP, the latter which the contractor cannot control?

Answer: We have reviewed this request; however, after careful consideration, the Performance Requirements Summary will remain as written. And, yes, this performance standard will consider whether the contractor provides input to the CSW/DPO for the TILP.

83. Question: Can you revise Performance Requirements Summary, Performance Standards, which states that “CONTRACTOR shall maintain 100% of the housing sites” to read as follows: “CONTRACTOR shall maintain ~~100~~75% of the housing sites.”

Answer: We have reviewed this request; however, after careful consideration, the Performance Requirements Summary will remain as written.

ATTACHMENT D

84. Question: Regarding Exhibit A-6, can you clarify the language in Section 5(d). What does this refer to?

Answer: After review, we are in agreement that this Exhibit needs to be clarified and revised. Refer to Attachment A of Addendum Number One.

85. Question: Can you remove Exhibit A-7?

Answer: Exhibit A-7 has been renamed to Therapeutic and Emotional Support Pets Guidelines. The Transitional Housing Misconduct Act has been removed from the exhibits.

86. Question: Page 268 (Exhibit 28) is blank in the RFSQ. This seems like an important component to submitting a complete RFSQ. Is there a plan to release an addendum including this missing information?

Answer: It is intentionally left blank.



BOBBY D. CAGLE
Director

GINGER PRYOR
Chief Deputy Director

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

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602



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**County of Los Angeles
Department of Children and Family Services (DCFS)
Transitional Housing Placement Program for Non-Minor Dependents
(THPP-NMD)
Plan of Operation Submission Guidelines
(January 2, 2020 – January 31, 2020)**

The County of Los Angeles, Department of Children and Family Services will be accepting Transitional Housing Placement Program for Non-Minor Dependents Plans of Operation (Plan) for review for county certification. This is the next step to continue in the Community Care Licensing (CCL) THPP-NMD (formerly known as THP+FC) licensing process. **DCFS will begin accepting Plans of Operation at 9:00 a.m. on Thursday, January 2, 2020 through 5:00 p.m. on Friday, January 31, 2020.**

Interested Parties Shall:

1. Be an established non-profit agency with a minimum of 2 years of experience working with foster care/probation Transition Age Youth (TAY), 16-24 years old.
2. Provide CCL Orientation/Application Process Certificate of Completion signed by CCL indicating completion on Component I, (LIC 281C).
3. Be able to meet California Department of Social Services (CDSS) minimum requirements for THPP-NMD licensure.
4. Be able to meet County of Los Angeles contract requirements, which shall include but not be limited to the following:
 - 2 years of experience in the last 4 years as a transitional housing provider, or
 - 2 years of experience providing case management/supportive services to TAY, which may include: counseling, educational guidance, financial literacy, job training, and mentoring.
 - Possess a current original certified Statement of Information from the California Secretary of State.
 - Possess a Certificate of Status from the California Secretary of State.
 - Possess a non-profit determination letter from the State of California Franchise Tax Board.

"To Enrich Lives Through Effective and Caring Service"

County of Los Angeles
Department of Children and Family Services (DCFS)
Transitional Housing Placement Program for Non-Minor Dependents
(THPP-NMD)
Plan of Operation Submission Guidelines
(November 15, 2019 – December 13, 2019)

- Possess a non-profit determination letter from the Internal Revenue Service (IRS).
- Have a current THPP-NMD license issued by CDSS or have begun the licensure process.
- Have a current THPP-NMD Rate Notification Letter from CDSS Foster Care Rates Bureau.
- Be in “Good Standing” with all State and California County departments within the last twenty-four (24) months and have not been in “Do Not Refer” or “Do Not Use” status with any State or California County departments.
- A current CDSS license for THPP-NMD or THP+FC is acceptable.

Submission Guidelines:

- Prepare a cover sheet for each section of the Plan. The sections of the Plan are found in the THPP-NMD Plan of Operation Template, which is available at the link provided on page 4.
- Each section should be able to stand alone. Do not use language such as “refer to section xx.” Agency should include all necessary information for each of the 19 sections.
- The Plan of Operation shall meet the following requirements:
 - Addresses relevant sections of California Code of Regulations (CCR) Title 22 Sections 80000 (General Licensing, GL), 86000 (Transitional Housing Placement Program, THPP), 86100 (THPP-NMD) (The links to Sections 80000, 86000, and 86100 are found on page 4.)
 - Complies with instructions in All County Letter (ACL) 12-44 (The link to ACL 12-44 is found on page 4.)
 - Clearly typed and organized
 - Demonstrates an understanding of the unique needs of the population to be served
 - Provides specific, concise descriptions of how agency’s program meets all applicable licensing requirements
 - Contains limited superfluous philosophical ideas

Common Mistakes to Avoid:

- Submitting a Plan that reads like a Group Home, Short Treatment Residential Therapeutic Program (STRTP), Foster Family Agency (FFA) or any other type of housing program except THPP-NMD
- Submitting a disorganized and hard-to-follow Plan

County of Los Angeles
Department of Children and Family Services (DCFS)
Transitional Housing Placement Program for Non-Minor Dependents
(THPP-NMD)
Plan of Operation Submission Guidelines
(November 15, 2019 – December 13, 2019)

- Copying verbatim from licensing requirements or other sample documents
- Not including attachments
- Not clearly addressing all relevant sections
- Submitting a Plan with significant grammatical and/or typographical errors,
- Not following submission guidelines
- Using terms/acronyms that are unique to your agency, without clearly defining them
- Inconsistency with terms and titles

Agencies shall deliver three (3) copies of the Plan of Operation to:

Maurissa Mitchem
THPP-NMD County Program Director
Department of Children & Family Services
3530 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

****Our offices will be closed on Monday, January 20, 2020, in observance of the Martin Luther King, Jr. holiday.***

- We will not accept any Plans before 9:00 am on January 2, 2020 or after 5:00 pm on January 31, 2020.
- Priority review will be given to agencies that provide verification of its non-profit status and LIC 281C.
- Please allow 45 business days (excluding the date of delivery) before inquiring about the status of your Plan.
- Please direct all inquiries to thpp@dcfs.lacounty.gov or 213-351-0119.

Additional Information:

- THPP-NMD service providers will accept placement referrals from both DCFS and the Probation Department.
- DCFS will not continue reviewing Plans of Operation that contain substantial errors, are incomplete, disorganized, or demonstrate a limited understanding of THPP-NMD and the target population. These will be returned to the agency with instructions to resubmit during an open solicitation for THPP-NMD.
- Submission of a Plan does not guarantee that agency will receive a county certification letter, nor does it guarantee that agency will be awarded a contract with the County.

County of Los Angeles
Department of Children and Family Services (DCFS)
Transitional Housing Placement Program for Non-Minor Dependents
(THPP-NMD)
Plan of Operation Submission Guidelines
(November 15, 2019 – December 13, 2019)

- In order to be considered for a contract, agency must submit a response to an official open solicitation for THPP-NMD.
- Agencies that are already licensed for THPP-NMD in another county and are interested in providing THPP-NMD services in Los Angeles County should respond to the THPP-NMD Request for Statement of Qualifications (RFSQ) posted on the DCFS Contracts website (<https://contracts.dcfslacounty.gov/>) under Open Bids & Solicitations, Bid # CMS 17-0003.
- Providers who get a THPP-NMD license after the THPP-NMD RFSQ's February 25, 2020 submission deadline for Statement of Qualifications (SOQs) may submit SOQs during the subsequent submission periods described in the RFSQ, Subsection 4.2, Subsequent Periods for SOQ Submission, as amended in Addendum Number One, which is posted together with the RFSQ.
- The following documents and links are being provided for informational purposes only. Using them does not guarantee your Plan will be reviewed or approved:
 - a. John Burton Foundation (JBF), a seven-step guide to becoming a THPP-NMD Provider: <https://www.jbaforyouth.org/becoming-a-thpfc-provider/> (For Los Angeles County, the first step of the guide is revised to state: "CONTACT YOUR CHILD WELFARE AGENCY.")
 - b. THPP-NMD Plan of Operation Template: <https://www.jbaforyouth.org/thp-nmd-plan-of-operation-template/>
 - c. ACL 12-44: <http://www.cdss.ca.gov/lettersnotices/entres/getinfo/acl/2012/12-44.pdf>
 - d. THPP requirements (CCR Title 22 Section 86000): <http://www.cdss.ca.gov/ord/entres/getinfo/pdf/thppman1.pdf>,
 - e. THPP-NMD requirements (CCR Title 22 Section 86100): <http://cclcd.ca.gov/res/pdf/AB12thpp.pdf>
 - f. GL requirements (CCR Title 22 Section 80000): <http://www.cdss.ca.gov/inforesources/LettersRegulations/Legislation-andRegulations/Communit>

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FOR
TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)
AND/OR
TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS (THPP-NMD)

CMS 17-0003



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

Release Date: April 24, 2018

Revised Date: December 13, 2019

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

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PREAMBLE

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

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

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART A – OVERVIEW

1.0 DCFS MISSION STATEMENT

The Los Angeles County Department of Children and Family Service (DCFS) is the County agency with the duty to establish, manage, and provide a system of service which ensures the following:

- Children are safe from abuse, neglect, and exploitation;
- Families who provide safe environments for children are strengthened;
- Children whose families are unable to provide a safe environment are provided temporary homes which support optimum growth and development;
- Children in temporary homes receive safe, secure, and nurturing permanent homes in a timely manner; and
- Children who reach adulthood under DCFS' care are provided the opportunity to succeed.

2.0 REQUIRED SERVICES

The purpose of this RFSQ is to solicit Statements of Qualifications (SOQs) from organizations that can provide Transitional Housing Placement Program (THPP) services and/or Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) services. Contracts will be executed with all Proposers that have been determined to be qualified per this RFSQ. This RFSQ solicits for one or both of two separate contracts.

Proposers may submit a Statement of Qualifications (SOQ) for one or both programs. Proposers must indicate on the Proposer's Organization Questionnaire/Affidavit (Part D, Form 1) which program(s) they are attempting to qualify.

- 2.1 The County of Los Angeles, Department of Children and Family Services is seeking qualified licensed Proposers to enter into contracts with the County to provide THPP and/or THP-NMD services.
- 2.2 The THPP provides Countywide selected independent living opportunities for eligible dependents between the ages of 16 and 17, who are under the supervision of DCFS.
 - 2.2.1 Awarded contractors shall provide independent living opportunities by providing supervised safe housing and case management services to eligible participants to practice life skills and assisting the participants to achieve self-sufficiency through supportive services

2.3 The THPP-NMD provides Service Planning Area (SPA)-based selected independent living opportunities for eligible dependents between the ages of 18 and 21, who are under the supervision of DCFS or the Probation Department (Probation).

2.3.1 Awarded contractors shall provide SPA-based independent living opportunities by providing supervised safe housing and case management services to eligible participants to practice life skills and assisting the participants to achieve self-sufficiency through supportive services.

3.0 RFSQ COMPOSITION

3.1 This RFSQ is composed of the following parts:

PART A – INTRODUCTION: Specifies the Proposer’s minimum qualifications, provides information regarding some of the requirements of the contract and the solicitation process.

PART B – RFSQ GENERAL INFORMATION: Contains an overview of the RFSQ and background information on the THPP and THPP-NMD Programs.

PART C – INSTRUCTIONS TO PROPOSERS: Contains instructions to Proposers on how to prepare and submit their SOQ.

PART D – REQUIRED FORMS/SUBMISSION PACKET: Contains the forms that must be completed and included in the SOQ in addition to other required documents.

PART E – SELECTION PROCESS AND EVALUATION CRITERIA: Contains information as to how SOQs will be reviewed and selected. This section also includes the County’s Protest Policies for Solicitation and Disqualification.

PART F – PROTEST POLICY TRANSMITTAL FORMS: Contains Transmittal Forms to Request a Solicitation Requirements Review and/or Disqualification Review.

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

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

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

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

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

PART L – THPP/THPP-NMD PLAN OF OPERATION GUIDELINES: Contains guidelines for the development of the required Plan of Operation (POO) for the February 25, 2020 SOQ submission deadline; and the January 11, 2021 through January 25, 2021 and the January 10, 2022 through January 24, 2022 subsequent submission periods.

PART M – APPENDICES: Contains the appendices referenced in this RFSQ.

4.0 RFSQ TIMETABLE

The following timetable represents the County's best estimate of the schedule that shall be followed in this RFSQ process and the subsequent submission periods described in Subsection 4.2 below. County reserves the right, at its sole discretion, to adjust these schedules, as it deems necessary. Notification of any adjustment to the timeline shall be provided by addendum to any Proposer which County records indicate has received this RFSQ.

4.1 Initial Period for RFSQ Release and SOQ Submission:

Agencies who are successful in completing the licensure process with the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) by the February 25, 2020 SOQ submission deadline may submit an SOQ based on the timetable below:

- Release RFSQ: on or about **December 13, 2019**
- Submission Deadline for Request for Solicitation Requirements Review: **December 30, 2019, 12:00 PM**
- Proposers' Conference: **January 8, 2020, 1:00 PM**
- Written Questions due: **January 8, 2020, at the Proposers' Conference**
- Response to Solicitation Requirements Review Released: on or about **January 9, 2020**
- Questions and Answers Released: on or about **January 29, 2020**
- Deadline for SOQ Submission: **February 25, 2020, 12:00 PM**
- Anticipated Contract Start Date: on or about **September 1, 2020**

4.2 Subsequent Periods for SOQ Submission:

Agencies who are successful in completing the licensure process with the CDSS CCLD after the February 25, 2020 SOQ submission deadline may be eligible to submit an SOQ on the Subsequent SOQ Submission Dates as follows:

January 11, 2021 through January 25, 2021
January 10, 2022 through January 24, 2022

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

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

4.2.2 For agencies that do not have a THPP-NMD license by the February 25, 2020 SOQ submission date, refer to the Plan of Operation Submission Guidelines in Part M, Appendix D of this RFSQ.

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

4.3 Termination of RFSQ: The County, acting in its best interest and at its sole discretion, may cancel this solicitation at any time.

5.0 RFSQ PROPOSERS' CONFERENCE

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

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

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

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

5.2.1 Proposers shall reference the RFSQ section number, subsection number, page number, and quote the passage that prompted the question when submitting or asking questions. This will ensure that the questions can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

5.2.2 All questions shall be addressed to:

Attn: THPP/THPP-NMD RFSQ Administrator
Contracts Administration Division
Department of Children and Family Services

425 Shatto Place, Room 400
Los Angeles, CA 90020
E-mail Address: tadeoj@dcfs.lacounty.gov

- 5.3 All questions, without identifying the submitting agency, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The addendum will be sent to each person or organization which COUNTY records indicate received a copy of the RFSQ, in addition to being posted on the County of Los Angeles website. To ensure receipt of any addendums, Proposers should include correct mailing address, fax number, or e-mail address, whichever is appropriate.
- 5.4 Any and all contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

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

- 5.5 All Proposers are specifically directed not to contact any other County personnel regarding this RFSQ. If it is discovered that a Proposer contacted and received information from any County personnel, other than the person specified above, regarding this RFSQ, County, in its sole determination, may disqualify their SOQ from further consideration.

6.0 MINIMUM MANDATORY REQUIREMENTS TO QUALIFY AS A PROPOSER

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

- 6.1 Proposer must have a minimum of two (2) years of experience, within the last four (4) years as a Transitional Housing provider or two (2) years' experience providing Case Management services to transition-aged youth (Foster/Probation Youth). The experience shall include the provision of educational and employment support services to youth equivalent or similar to the services identified in Part H, THPP Statement of Work and/or Part J, THPP-NMD Statement of Work.
- 6.2 Proposer shall submit and maintain a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate a Transitional Housing Placement Program, and to provide Transitional Housing

Placement Program for Non-Minor Dependents services in Los Angeles County; the facility address on the license must be within Los Angeles County.

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

Proposers who have received a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate a Transitional Housing Placement Program and to provide Transitional Housing Placement Program for Non-Minor Dependents services in Los Angeles County, but have not received a Rate Letter, may submit a copy of the SOC 179 Rate Application signed by the organization's Executive Director and submitted to CDSS.

- 6.4 Proposer shall submit a non-profit determination letter from the Internal Revenue Service.
- 6.5 Proposer shall submit a non-profit determination letter from the State of California Franchise Tax Board.
- 6.6 Proposer shall submit a current **certified** Statement of Information from the California Secretary of State with a red or blue stamp at the back.
- 6.7 Proposer shall submit a Certificate of Status from the California Secretary of State.
- 6.8 Proposer shall have been in "Good Standing" with the County of Los Angeles Department of Children and Family Services, the County of Los Angeles Probation Department, any other County of Los Angeles department, CDSS CCLD, and other counties within the State of California for the past twenty-four months.
- 6.9 Proposer shall not have been in a "Do-Not-Refer" or "Do-Not-Use" status, as defined in Attachment M, with the County of Los Angeles Department of Children and Family Services, the County of Los Angeles Probation Department, any other County of Los Angeles department, CDSS CCLD, or any other counties within the State of California.
- 6.10 Proposers shall submit a Plan of Operation, which must be approved by DCFS.

7.0 DEFINITIONS

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. Definitions of general terms can be found in Part G, THPP Sample Contract, Unique Terms and Conditions, Section 2.0, Definitions and/or Part I, THPP-NMD Sample Contract, Unique Terms and Conditions, Section 2.0, Definitions.

8.0 CONTRACT PERIOD AND RECOMMENDATION OF AWARD

The term of each proposed Contract will be one year, with two one-year options to renew the Contract at the sole option of the County, for a total of three years. In addition to the three years, County may extend the Contract up to an additional six months if necessary to complete a solicitation or negotiation of a new contract. The Contract is scheduled to commence on or about September 1, 2020, or after approval by the County's Board of Supervisors, whichever is later. The Department will execute contracts with eligible qualified Contractors pending approval of the Board of Supervisors. **The award of a THPP or THPP-NMD contract does not guarantee placements.**

Proposers' Plan of Operation submitted in response to this RFSQ must be approved by DCFS prior to the execution of any Contract or the issuance of a Start Work Notice.

9.0 PAYMENT STRUCTURE

- 9.1 **THPP** - This is a firm-fixed price contract. The County shall compensate contractor for the services set forth in the SOW, at the rate of \$3,462 per month as set forth in Part G, THPP Sample Contract, Exhibit A-I, Pricing Schedule, for each DCFS placed THPP Participant. The monthly rate per THPP Participant consists of the base rate of \$2,100 and the increased rate of \$1,362 or a total of \$3,462 per participant. Payment to Contractor shall be pro-rated for partial month THPP placements.
- 9.2 In the event the ~~Title IV-E Waiver~~ fund allocated to the THPP program is depleted, the County is not financially liable to the Contractor for the increased rate portion of the THPP Participant placement fees.
- 9.3 **THPP-NMD** – County shall pay Contractor for each Placed Child the monthly THPP-NMD Rates established by the CDSS Foster Care Funding and Rates Bureau. Currently, the monthly rate per THPP-NMD Participant is ~~\$2,871~~\$3,474 (Remote Site), ~~\$2,871~~\$3,474 (Single Site) and ~~\$2,284~~\$2,764 (Host Family). Payment to Contractors shall be pro-rated for partial month THPP-NMD payments.
- 9.4 Payments referenced in the Contract are based on rates established by California Department of Social Services (CDSS), Foster Care Rates Bureau. During the term of the Contract, County shall compensate Contractor for the services set forth in the Contract and in the SOW, for each placed Non-Minor Dependent, at the Transitional Housing Placement Program for Non-Minor Dependents rate(s) established for placements at the site(s) covered by the Contract.

10.0 TERMS AND CONDITIONS

Sample terms and conditions of the anticipated Contract are provided in Part G and Part I, Sample Contracts. The final terms and conditions of any contract resulting from this RFSQ process will be substantially similar to those that are contained in the Sample Contracts. Proposer is encouraged to have the Sample Contract reviewed by their own legal counsel.

- 10.1 Several of the documents in Part D, Required Forms/Submission Packet and Part K, Exhibits/Attachments to Sample Contracts, may become exhibits/attachments to the final contract.
- 10.2 Submission of an SOQ shall constitute acknowledgment of and acceptance of all of the terms and conditions in this RFSQ and the attached Sample Contracts, without exception.

PART B – RFSQ GENERAL INFORMATION

1.0 PROTEST POLICY REVIEW PROCESS

- 1.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subsection 1.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the sections below. Under any such review, it is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.
- 1.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.
- 1.3 Grounds for Review

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

- Review of Solicitation Requirements (Refer to Part B, Section 2.0)
- Review of a Disqualified SOQ (Refer to Part B, Section 3.0)

2.0 SOLICITATION REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting Part F, “Transmittal Form to Request an RFSQ Solicitation Requirements Review” to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- 2.1 The request for a Solicitation Requirements Review is received by the Department by the end of the 10th business day from the release date of Addendum Number One, or by **12:00 PM on December 30, 2019**, whichever is later.
- 2.2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit an SOQ.
- 2.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

- 2.4 The request for a Solicitation Requirements Review asserts either that:
- 2.4.1 Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Proposer; or,
 - 2.4.2 Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.
- 2.5 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

All Requests for a Solicitation Requirements Review should be submitted to:

Leticia Torres-Ibarra, Contracts Division Manager
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, California 90020

3.0 DISQUALIFICATION REVIEW

- 3.1 An SOQ may be disqualified from consideration because the County determined it was a non-responsive SOQ at any time during the review process. If the County determines that an SOQ is disqualified due to non-responsiveness, the County shall notify the Proposer in writing.
- 3.2 Upon receipt of the written determination of non-responsiveness, the Proposer may submit Part F, "Transmittal Form to Request a Disqualification Review" by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
- 3.3 A Disqualification Review shall only be granted under the following circumstances:
- 1. The firm/person requesting a Disqualification Review is a Proposer;
 - 2. The request for a Disqualification Review is submitted timely; and,
 - 3. The request for a Disqualification Review asserts that the department's determination of disqualification due to SOQ's non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.
 - 4. Proposer has attached a detailed letter and all necessary documentation in response to each issue that was stated in the written notice of non-responsiveness.

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

4.0 GRATUITIES

4.1 Attempt to Secure Favorable Treatment

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

4.2 Proposer Notification to County

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

4.3 Form of Improper Consideration

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

5.0 COUNTY RIGHTS AND RESPONSIBILITIES

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

- 5.2 The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

- 5.3 Any contract resulting from this RFSQ is not an exclusive contract. County reserves the right to contract with other contractors or request the same or similar services of other firms.
- 5.4 The County has the right to award one or more contracts to one or more qualified, responsive, and responsible Proposers.
- 5.5 The County has the right to cancel this RFSQ without awarding any contracts.

6.0 CONTACT WITH COUNTY PERSONNEL

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

Attn: THPP/THPP-NMD RFSQ Administrator
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90640
Email: tadeoj@dcfs.lacounty.gov

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

7.0 COUNTY REPRESENTATION DISCLAIMER

County is not responsible for representations made by any of its officers or employees prior to the approval of a contract by the County's Board of Supervisors unless such understanding or representation is included in this RFSQ or in subsequent addenda. County is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

8.0 COUNTY OPTION TO REJECT SOQS

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by a Proposer in connection with preparation and submission of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ. The County also reserves the right to cancel this RFSQ, at its sole discretion, at any time prior to approval of a contract by the County's Board of Supervisors.

9.0 TRUTH AND ACCURACY OF REPRESENTATIONS

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

10.0 VENDOR DEBARMENT

- 10.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 10.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 10.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 10.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 10.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 10.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 10.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 10.8 Part M, Appendix A provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

11.0 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

- 11.1 Responses to this solicitation shall become the exclusive property of the County. At such time as when the Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 11.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record of any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Proposer must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or Proprietary" in nature.**

12.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to a contract award, all potential contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

13.0 COUNTY'S QUALITY ASSURANCE PLAN

After Contract award, the County or its agent will evaluate the Contractor's performance under the Contract on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work, Part H and Part J. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

14.0 INDEMNIFICATION AND INSURANCE

Tentatively selected Proposers shall be required to comply with the indemnification provisions contained in Part G and Part I, Sample Contracts, Unique Terms and Conditions, Section 6.0. The tentatively selected Proposer shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Part G and Part I, Sample Contracts, Unique Terms and Conditions, Section 7.0, prior to receiving a start work notice.

15.0 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

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

16.0 BACKGROUND AND SECURITY INVESTIGATIONS

CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all CONTRACTOR's staff and volunteers, prior to beginning and continuing work under any resulting Contract (see Parts G and I, Sample Contracts, Unique Terms and Conditions, Section 9.0, Background and Security Investigations). The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR whether or not the CONTRACTOR's staffs pass or fail the background and criminal clearance investigations.

17.0 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

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

18.0 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Form 4, Certification of No Conflict of Interest, in Part D, Required Forms/Submission Packet.

19.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposer who is unable to meet this requirement shall not be considered for contract award. Proposer shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part D, Required Forms/Submission Packet, Form 7, along with their SOQ.

20.0 CONSIDERATION OF FORMER FOSTER YOUTH FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel, Contractor shall give consideration to qualified former foster youth. Such consideration shall be administered according to Part G and Part I, Sample Contracts, Section 30.0.

21.0 FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015 found in Part K, Exhibits/Attachments to Sample Contracts, Attachment F.

22.0 JURY SERVICE PROGRAM

The Proposer is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Proposers should carefully read the Jury Service Ordinance, Attachment G of Part K, Required Forms/Submission Packet, and the pertinent jury service provisions of Part G and Part I, Sample Contracts, Standard Terms and Conditions, Section 14.0, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQ that

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

- 22.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 22.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 22.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Form 17, Part D, Required Forms/Submission Packet, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

23.0 PROPOSER'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Proposer shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

24.0 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

24.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

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

24.3 Form 16, Proposers certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement, **OR**
- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts

24.4 Prospective County contractors that do not complete Form 16 or submit an inaccurate form, as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

25.0 NOTICE TO PROPOSERS REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Familiarity with the County Lobbyist Ordinance Certification, as set forth in Statement of Qualifications Submission Packet, Form 5 of Part D, as part of their SOQ.

26.0 RECYCLED BOND PAPER

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

27.0 SAFELY SURRENDERED BABY LAW

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

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

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Form 1, Proposer's Organization Questionnaire/Affidavit in Part D, Required Forms/Submission Packet. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

29.0 SUBCONTRACTING

Contractor shall not subcontract any tasks of this contract. Any attempt by Contractor to subcontract performance of any terms of the Contract, in whole or in part, shall constitute a breach of the terms of the Contract.

30.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Proposers should carefully read Part K, Attachment O, Certificate of Compliance with the County's Defaulted Property Tax Reduction Program, and the pertinent provisions of Part G and Part I, Sample Contracts, Subsections 25.1 and 25.2, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Form 18, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, in Part D, Required Forms/Submission Packet. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

31.0 TIME-OFF FOR VOTING

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

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

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

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

PART C – INSTRUCTIONS TO PROPOSERS

1.0 LANGUAGE

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

2.0 PROPOSAL PACKAGE FORMATTING REQUIREMENTS

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

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

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

- SOQs and Plans of Operation shall be typed single sided using a 12-point Arial font.
- A complete original SOQ and two copies must be submitted for each Service Planning Area (SPA) the Proposer is applying to serve.
- Two copies of the Proposer's Plan of Operation must accompany each SOQ submission.
- One complete original SOQ and **two** copies must be typed on 8-1/2" x 11" white bond paper.
- The original SOQ and copies must be securely bound in three-ring binders. Copies of the Plan of Operation must also be securely bound in three-ring binders. SOQs that are paper-clipped, stapled, or rubber-banded may be rejected at the County's sole discretion.
- The binder covers of the original SOQ and copies must state the title of the RFSQ, RFSQ number, and the name of your organization.
- The original SOQ cover must clearly state "Original." Copies must also be marked with the appropriate copy number on the front of the binder cover.
- Copies of the Plan of Operation must be marked with the appropriate copy number on the front of the binder cover.
- Each page must be clearly and consecutively numbered, including all attachments/exhibits.

- Each section must be specifically labeled with tab inserts and in the order indicated in Subsection 2.4 below.

- 2.2 Sample Contracts are provided as Part G and Part I for your information and review. Proposers shall **NOT** complete or submit a Sample Contract with their SOQ.
- 2.3 County is not responsible for any costs or other liabilities associated with the preparation, delivery, or submission of any SOQ in response to this RFSQ.
- 2.4 Proposer must provide evidence that it is a responsible Contractor and can finance and provide the services required under the proposed contract. Proposer shall include all required forms, documents and attachments/exhibits with its sealed SOQ (RFSQ has the required forms in Part D, Required Forms/Submission Packet). The contents and sequence of which must be as follows:
 - 2.4.1 Section A of the SOQ shall include the Transmittal Letter and Table of Contents. These documents shall be completed by the Proposer and submitted in the order specified below.

2.4.1.1 Transmittal Letter

The SOQ must contain a transmittal letter that is no more than eight pages, single-sided, and typed/printed that includes the following in the order listed:

- Title of RFSQ and date;
- The Proposer's name as indicated in Part D, Form 1 of the RFSQ;
- A brief introduction of the Proposer and its organization;
- A brief summary of the experience of the Proposer;
- An explanation as to how the Proposer meets or exceeds the requirements set forth in Part A, Overview, Section 6.0, Minimum Mandatory Requirements to Qualify as a Proposer;
- The transmittal letter must bear the signatures of the two (2) individuals authorized to sign on behalf of the Proposer (name, title, and signature) and bind the applicant in a Contract. Both persons signing this form shall be recognized as the Proposer's contact for any communication between the County and the Proposer; and
- Proposer's legal name, address, telephone and facsimile numbers and the number of years Proposer has been in business under the present business name, as well as prior business names.

- 2.4.1.2 Table of Contents (shall immediately follow Transmittal Letter)
- The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.
- 2.4.1.3 Proposer's Organization Questionnaire/Affidavit (Form 1)
- The Proposer's Organization Questionnaire/Affidavit, Form 1, requires that specific information be provided so that COUNTY can determine the legal name, status, and compliance of all Minimum Qualifications of Proposer's organization. See Part A, Overview, Section 6.0, Minimum Mandatory Requirements to Qualify as a Proposer.
- 2.4.1.4 Service Delivery Sites (Form 2a or Form 2b)
- Proposer shall submit Form 2a for THPP Service Delivery Sites or Form 2b for THPP-NMD Service Delivery Sites. For both forms, the Proposer's office locations and each facility site location that the Proposer will be using for this SOQ shall be listed. The legal corporation name for the agency's administrative office shall be written on the forms.
- 2.4.1.5 List of Current Members of Board of Directors and Other Agencies (Form 3)
- As the title suggests, Form 3, List of Current Members of Board of Directors and Other Agencies, requires that the Proposer list the members of its board and indicate other organizations that each board member is currently a member of, if any.
- 2.4.1.6 Certification of No Conflict of Interest (Form 4)
- Proposer must certify that Proposer has no representatives or employees who are within the purview of County Code Section 2.180.010.
- 2.4.1.7 Familiarity with the COUNTY Lobbyist Ordinance Certification (Form 5)
- Proposer must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Proposer have and will comply with the ordinance during the RFSQ process.

2.4.1.8 Certification of Ownership and Financial Interest (Form 6)

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

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

Proposer must complete and submit this form with its SOQ.

2.4.1.10 Certification of Fiscal Compliance (Form 8)

Proposer must complete this form certifying compliance with accepted accounting procedures

2.4.1.11 List of Proposer's Commitments (Form 9)

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

2.4.1.12 Proposer References (Form 10)

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

2.4.1.13 Proposer List of Contracts (Form 11)

The listing must include all contracts (active/completed) for the last three years, showing year, type of services, dollar amount of services provided, location and contracting agency.

2.4.1.14 Proposer List of Terminated Contracts (Form 12)

The listing must include all contracts terminated within the past three years with a reason for termination, including details of any failure or refusal of Proposer to complete a contract.

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

Proposer must include details of any failure or refusal to complete a contract and identify by name, case and court jurisdiction any pending litigation in which Proposer is involved,

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

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

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

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

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

2.4.1.18 Charitable Contributions Certification (Form 16)

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

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

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

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

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

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

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

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

SOQs that fail to comply with the certification requirements of Child, Spousal, and Family Support Orders will be considered non-responsive and excluded from further consideration.

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

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

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

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

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

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

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

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

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

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

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

Encryption Standards

Stored Data

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

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

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

Transmitted Data

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

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

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

2.4.2 Section B – Budget

2.4.2.1 Line Item Budget (Exhibit A-3)

2.4.2.1.1 Proposer must provide a detailed budget in accordance with the rate established in this RFSQ. The budget shall be segregated into direct and indirect costs and profit for the Proposer.

2.4.2.1.2 It is the Proposer's responsibility to include all necessary line items (cost elements) in the budget. The budget shall include, but is not limited to: personnel (classification/payroll title), hourly wage, employee benefits (paid vacation, sick time, holiday, etc.), equipment needs, vehicles (including purchases, maintenance, fuel, and repairs), supplies, administrative costs, profit, etc.

2.4.2.1.3 A budget narrative must be attached to the budget providing a thorough and clear explanation of all projected line items and its budget costs. The narrative must follow the same sequence as the line item budget, and include a brief explanation of the costs. The budget and budget narrative will be made a part of the Contract with the selected Proposer.

2.4.3 Section C – Required Forms/Attachments.

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

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

Proposer shall sign "Contractor's Acknowledgment and Confidentiality Agreement" acknowledging and accepting the confidentiality requirements set forth by the County.

2.4.3.2 Contractor's Administration (Attachment I)

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

2.4.3.3 Proposer's Articles of Incorporation with any and all addenda.

- 2.4.3.4 Certified copy of Proposer's current Statement of Information from the California Secretary of State that includes a red or blue stamp
- 2.4.3.5 Nonprofit corporations must also submit the following. Proposer's name and address shall match the name and address on the Proposer's IRS and FTB non-profit determination letters.
- 2.4.3.5.1 Exempt Organization Determination Letter from the Internal Revenue Service (IRS) indicating recognition of Proposer's tax-exempt status (non-profit corporation) under Section 501(c)(3) of the Tax Code;
- 2.4.3.5.2 Determination of Exemption Letter from the State of California Franchise Tax Board (FTB) indicating recognition of Proposer's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701; and
- 2.4.3.6 Audited Financial Statements and Single Audit Reports
- Proposer shall provide copies of its most recent and complete Audited Financial Statements or Single Audit reports available for the last two (2) years or fiscal periods with the latest not more than 18 months old at time of submission.
- The audited financial statements shall be prepared by an independent Certified Public Accountant.
- 2.4.3.7 Proof of Insurability (Insert)
- 2.4.3.7.1 Proposer must provide "Proof of Insurability", indicating that it meets all insurance requirements set forth in Part G and Part I, Sample Contracts, Subsection 7.1, General Insurance Requirements and Subsection 7.15, Insurance Coverage Requirements.
- 2.4.3.7.2 If Proposer currently has the required insurance coverage for another County program service, a copy of that Certificate of Insurance may be submitted with its SOQ. However, if selected and awarded a Contract under this RFSQ, Proposer will be contacted to provide a certificate of insurance naming this program service.

- 2.4.3.7.3 If Proposer does not currently have the required insurance coverage, he/she may submit with the SOQ a letter from a qualified insurance carrier indicating a willingness to provide Proposer the required coverage should it be selected to receive a Contract award. In conjunction with the letter of certification, Proposer shall provide, upon County's request, copies of Proposer's current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.
- 2.4.3.7.4 Letters of Intent from insurance brokers **will not** be considered acceptable substitutes.
- 2.4.3.7.5 Services cannot be provided until all insurance requirements of this RFSQ are met.
- 2.4.3.8 Proposer's current policy for receiving, investigating and responding to user complaints
- Proposer must include the organization's current policy and operational procedures for receiving, investigating and responding to complaints.
- 2.4.3.9 Board of Directors' Resolution
- Proposer shall submit a signed Board of Directors' Resolution. See Part D, Required Forms/Submission Packet. The Board of Directors' Resolution must be on the Proposer's letterhead.
- 2.4.3.10 Proposer's Organizational Chart
- Proposer shall submit an organizational chart with names of employees that is inclusive of executives, Proposer's Program Manager, and staff anticipated to work on this contract. Proposer shall include copies of job descriptions and resumes for each staff position anticipated to work under the Contract. In addition, Proposer shall attach copies of all supporting documents (e.g., Licenses, Degrees, and Diplomas, etc.).
- 2.4.3.11 CDSS Rate Notification Letter
- Proposer shall submit their organization's Rate Notification Letter from CDSS.
- 2.4.3.12 County Certification Letter

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

2.4.3.13 CDSS CCLD License

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

2.4.4 Section D – Last Page of SOQ

The last page of the SOQ must bear the signatures of the two (2) individuals authorized to sign on behalf of the Proposer (name, title, and signature) and bind the applicant in a Contract.

3.0 SOQ SUBMISSION – PROPOSAL PACKET CONTENT

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

- 3.1 The closing date and time for SOQ submission is **12:00 PM on February 5, 2020**. It is the sole responsibility of the Proposer to ensure that its SOQ is received before the submission deadline. Proposer shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail or other courier service. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All SOQs must be submitted and date stamped in Room 400 by the submission deadline of **12:00 PM on February 5, 2020**. SOQs not received in Room 400, and date stamped by **12:00 PM on February 5, 2020**, will not be accepted. Ensure that you allow time to find parking and to sign in at the Reception Desk on the first floor. ~~Being in the Building or at the Reception Desk at the submission deadline will result in the submission not being accepted.~~

- 3.2 All SOQs shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit SOQs.
- 3.3 An original and two copies of the SOQ shall be submitted for each contract attempting to qualify for; enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

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

3.4 Two copies of the Plan of Operation must also be submitted enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer.

3.5 The SOQ and any related information shall be delivered or mailed to:

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

3.6 Proposer agrees to provide the County with an explanation of any information provided in its SOQ, which the County, in its sole discretion, may deem necessary for an accurate determination of the Proposer's qualifications to perform the required service.

3.7 Proposer must respond only to the RFSQ as it is written including any written addenda discussed in Part B, Subsection 5.2 above. Proposer is not to attach any documentation, which is not required or requested under this RFSQ. Failure to adhere to the specifications contained in this RFSQ may be cause for point deductions.

3.8 Any change to this RFSQ will be made by written addendum, which will be sent to each Proposer which County records indicate has received this RFSQ. Such addendum will become a part of the RFSQ. The County reserves the right to issue more than one addendum. The County is not responsible for any other explanation or interpretation. Should any addendum set forth additional requirement(s), an SOQ's failure to address the requirement(s) of such addendum may result in the rejection of the SOQ, as determined in the sole discretion of the County.

4.0 PRECAUTIONS REGARDING SOQ SUBMISSION

4.1 Any SOQ that deviates from the format and/or the submission procedure may be cause for deductions.

4.2 Failure to submit the correct number of copies by the required time and date may be cause for deductions.

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

5.0 SOQ WITHDRAWALS

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

PART D – REQUIRED FORMS/SUBMISSION PACKET

PART D – REQUIRED FORMS/SUBMISSION PACKET

Section A - Proposer Qualifications	
	Transmittal Letter
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Form 2b	<u>THPP-NMD Service Delivery Sites</u>
Form 3	List of Current Members of Board of Directors and Other Agencies
Form 4	Certification of "No Conflict of Interest"
Form 5	Familiarity with the County Lobbyist Ordinance Certification
Form 6	Certification of Ownership and Financial Interest
Form 7	Attestation of Willingness to Consider GAIN/GROW Participants
Form 8	Certification of Fiscal Compliance
Form 9	List of Commitments
Form 10	Proposer References
Form 11	Proposer List of Contracts
Form 12	Proposer List of Terminated Contracts
Form 13	Contractor's Involvement in Litigation and/or Contract Compliance Difficulties
Form 14	Offer to Perform and Acceptance of Terms and Conditions
Form 15	Contractor's Equal Employment Opportunity (EEO) Certification
Form 16	Charitable Contributions Certification
Form 17	Contractor Employee Jury Service Program Certification Form and Application for Exception
Form 18	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Form 19	Contractor's Certification of Compliance with Child, Spousal and Family Support
Form 20	Contractor's Certificate of Compliance with all Federal and State Employment Reporting Requirements
Form 21	Zero Tolerance Policy on Human Trafficking Certification
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Section B - Budget	
Exhibit A-3	Line Item Budget
Exhibit A-3	Budget Narrative
Section C – Required Exhibits/Attachments	
Attachment C-1	Contractor Acknowledgement and Confidentiality Agreement
Attachment I	Contractor's Administration
	Articles of Incorporation
	Secretary of State Filings - Statement of Information
	Exempt Organization Determination Letter from the Internal Revenue Service
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	Audited Financial Statements
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	Contractor's Policy for Receiving, Investigation and Responding to User Complaints
	Board of Directors' Resolution
	Organizational Chart
	CDSS Rate Notification Letter
	County Certification Letter
	CDSS CCLD License to operate a Transitional Housing Placement Program and to provide Transitional Housing Placement Program for Non-Minor Dependents services in Los Angeles County
Section D – Last Page of SOQ	
	Last Page of SOQ

Section A

PROPOSER'S QUALIFICATIONS AND REQUIRED FORMS

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in a Contract.

THIS STATEMENT OF QUALIFICATION IS BEING SUBMITTED FOR THE FOLLOWING:

(PLEASE INDICATE ONE OR BOTH PROGRAMS)

- ☐ **TRANSITIONAL HOUSING PLACEMENT PROGRAM**
- ☐ **TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR NON-MINOR DEPENDENTS**

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of Incorporation:

Name	State	Year Inc.
_____	_____	_____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? _____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Contractor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Overview, Section 6.0, Minimum Qualifications, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

- | | | | | | |
|--------------------------|------------|--------------------------|-----------|-----------------|---|
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.1 | Two (2) years' experience, within the last four (4) years as Transitional Housing provider or two (2) years' experience providing Case Management services to transition-aged youth (Foster/Probation Youth). The experience shall include the provision of educational and employment support services to youth equivalent or similar to services identified in THPP/THPP-NMD SOW. |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.2 | Submitted CDSS CCLD license to operate a THPP |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.2 | Submitted CDSS CCLD license to operate a THPP-NMD |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.3 | Rate Notification Letter from CDSS Foster Care Rates Bureau THPP |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.3 | Rate Notification Letter from CDSS Foster Care Rates Bureau THPP-NMD |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.4 | Submitted Non-profit determination letter from Internal Revenue Service |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.5 | Submitted Non-profit determination letter from Franchise Tax Board |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.6 | Submitted Certified Statement of Information from Secretary of State with a red or blue stamp at the back |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.7 | Submitted Certificate of Status from Secretary of State |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.8 | Proposer shall have been in "Good Standing" with DCFS, Probation, CDSS CCLD and other counties within the State of California for the past 24 months. |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.9 | Proposer shall not have been in a "Do-Not-Refer", "Do-Not-Use" status with the DCFS, Probation, CDSS CCLD and other counties within the State of California. |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | Subsection 6.10 | Submitted a Plan of Operation |

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his judgment shall be final.

Contractor Name:

Address:

E-mail address: _____

Telephone Number: _____

Fax Number: _____

On behalf of _____ (Contractor name), I _____
(Name of Contractor's authorized representative), certify that the information contained in this Contractor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

**SERVICE DELIVERY SITES
TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)**

THPP (AGENCY)

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

THPP SERVICE SITE(S) (FACILITY)

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

(Please make additional copies of this form if necessary)

SERVICE DELIVERY SITES

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

THPP-NMD (AGENCY)

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

THPP-NMD SERVICE SITE(S) (FACILITY)

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

(Please make additional copies of this form if necessary)

LIST NAMES OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES

Legal Name of Agency: _____

NAME	BUSINESS ADDRESS	PHONE (P): FAX (F):	E-mail	OTHER AGENCIES *
		P: () F: ()		
		P: () F: ()		
		P: () F: ()		
		P: () F: ()		

*List the name of any other agency that the Board Member also serves on. (Please make additional copies of this form is necessary)

I declare under penalty of perjury that the foregoing is true and correct._____
Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County._____
Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County._____
Date

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any proposals submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such a contract:

1. Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months came within the provisions of number 1 and who;
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract, or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees described in number 3 serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Contractor Name

Print Name and Title of Person authorized to bind Contractor in a Contract with the County

Authorized Signature of Person authorized to bind Contractor in a Contract with the County

Date

**FAMILIARITY WITH THE COUNTY LOBBYIST
ORDINANCE CERTIFICATION**

The Contractor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles County Code Chapter 2.160;
- 2) that all persons acting on behalf of the Contractor organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Contractor Name:

Print Name and Title of Person authorized to bind Contractor in a Contract with the County

Authorized Signature of Person authorized to bind Contractor in a Contract with the County

Date

CONTRACTOR'S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Proposer must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes _____ No _____

If yes, provide name of organization or person and the following information:

Print Name and Title

Address

Telephone Number

Contact Person

I declare under penalty of perjury that that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

Date

Proposer must declare whether it has Financial Interest in any other business.

Yes _____ No _____

If yes, provide name of business:

Print Legal Name of Business

Address

Telephone Number

Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

Date

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

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

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

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

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

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

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

CERTIFICATION OF FISCAL COMPLIANCE

The undersigned hereby affirms that the Contractor utilizes commonly accepted accounting procedures and maintains internal controls and procedures necessary for the monitoring of any resultant contract award. A copy of the Contractor's last three (3) independent financial auditor's report and financial statements plus all management letters or reports on internal accounting procedures are included in the SOQ.

If there have been any failures or refusals by the undersigned to complete any previous contract(s) or grant(s) or there has been performance at a level below that required by the contract resulting in unexpended contract funds, information disclosing such failures is provided in this proposal.

Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County

Date

LIST OF COMMITMENTS

Legal Name of Agency

- ☐ Yes, there are commitments (please list below).
- ☐ No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	AMOUNT	TIME PERIOD	TYPE OF COMMITMENT

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of Principal Owner, an officer, or manager authorized to bind Contractor in a Contract with the County

Authorized Signature of Principal Owner, an officer, or manager authorized to bind Contractor in a Contract with the County

Date _____

PROPOSER REFERENCES

Contractor's Name: _____

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

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

PROPOSER LIST OF CONTRACTS

CONTRACTOR'S NAME: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

PROPOSER LIST OF TERMINATED CONTRACTS**CONTRACTOR'S NAME:** _____

List all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

(Legal Name of Agency)

Please answer "YES" or "NO" to the following questions. If a "YES" answer is marked, please attach a separate sheet and explain fully the circumstances and include discussion of the potential impact on the Contractor's ability to perform the contract's services, if any. The County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to declare the contract void if false or incorrect information is submitted by the Contractor.

- | | | | |
|----|--|-----------|----------|
| a. | Has the Proposer been involved in any litigation?
Please include past and present litigation. | YES [] | NO [] |
| b. | Has anyone on the Board of Directors, or employed by the Proposer as a CEO, President, Executive Director, or other Administrative Officer currently, or within the past seven (7) years, been involved in litigation related to the administration and operation of the Proposer's business as a Transitional Housing provider? | YES [] | NO [] |
| c. | Are any of the Proposer's staff members unable to be bonded? | YES [] | NO [] |
| d. | Have there been unfavorable rulings by any Government funding source against the Proposer for improper activities/conduct or contract compliance deficiencies? | YES [] | NO [] |
| e. | Has the Proposer or any members of its Board of Directors or employees ever had public or foundation funds withheld? | YES [] | NO [] |
| f. | Has the Proposer or any Board members, or employees refuse to participate in any fiscal audit or review requested by a government agency or funding source? | YES [] | NO [] |
| g. | Has the Proposer or any Board members, or Employees been involved in any litigation involving the prospective Contractor or any principal officers thereof, in connection with any Contract within the past seven (7) years? | YES [] | NO [] |

EXPLANATION: (Please use a separate sheet of paper to detail any question answered Yes. Please label each page with the question that was answered with a Yes. You may submit additional pages as required.)

Print Name and Title of Person authorized to bind Contractor in a Contract with the County

Authorized Signature of Person authorized to bind Contractor in a Contract with the County

**OFFER TO PERFORM
AND ACCEPTANCE OF
TERMS AND CONDITIONS**

_____ (Contractor's Legal Name)
hereby offers to perform Foster Care services under all the terms and conditions specified in the Master Contract and attached Exhibits included therein.

Print Name and Title of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Date

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

 Contractor's Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | | |
|----|---|---------|--------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. | YES [] | NO [] |
| 2. | The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force. | YES [] | NO [] |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | YES [] | NO [] |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [] | NO [] |

 Name of Firm

 Print Name and Title

 Authorized Signature

 Date

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION**YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

 Signature

 Date

 Name and Title (please type or print)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

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

_____ do hereby certify that our
(Name of Proposer)

organization complies with all orders for Child, Spousal, and Family Support and we have complied with all lawfully served wage assignments and notices of assignment.

We understand that failure to implement lawfully served wage assignments or notices of assignment will constitute a default under the contract, which shall subject the contract to termination if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County

Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County

Date

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

_____ do hereby certify that our
(Name of Proposer)

organization complies with all Federal and State reporting requirements related to Employment Reporting Requirements for our employees.

We understand that failure to comply with Employment Reporting Requirements will constitute a default under the contract, which shall subject the contract to termination if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County

Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County

Date

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

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

PROPOSER CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

PROPOSER'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

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

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

 Proposer Name

 Proposer Official Title

 Official's Signature

Section B

Line Item Budget and Narrative

SAMPLE LINE ITEM BUDGET SHEETContractor's
Name: _____

Service Category: _____ Date Prepared: _____

DIRECT COST (List each staff classification)

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

Total Salaries and Wages \$ _____***FTE = Full Time Equivalent Positions**

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

Total Benefits \$ _____

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

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

Total Payroll Taxes \$ _____

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

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

Total Insurance/Misc. S & S \$ _____**TOTAL DIRECT COSTS** \$ _____**INDIRECT COST (List all appropriate)**

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

TOTAL INDIRECT COSTS \$ _____**TOTAL DIRECT AND INDIRECT COST** \$ _____

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

TOTAL MONTHLY COSTS \$ _____

** Attach a List of Cost Item Narratives

RFSQ - Part D

Required Forms/Submission Packet

Revised 12/13/19

Section C

Required Exhibits/Attachments

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: _____

CONTRACT NUMBER: _____

CONTRACTOR'S ADMINISTRATION:

Name: _____

Title: _____

Address: _____

Telephone: _____ **Fax:** _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____ **Fax:** _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____ **Fax:** _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Section D

Last Page of SOQ

LAST PAGE OF SOQ

The last page of the SOQ must list names of all joint ventures, partners, subcontractors or others having any right or interest in the contract or the proceeds thereof. The page must include the signature of the two persons authorized to submit this SOQ and bind the Proposer in a Contract:

Respectfully submitted,

(Proposer's Legal Name)

By

(Signature)

Print Name

Title

(Chairman of the Board, President or Vice President)

By

(Signature)

Print Name

Title

(Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

Los Angeles, California

Date _____

Address: _____

City: _____

State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Federal Tax Identification Number: _____

PART E – SELECTION PROCESS AND EVALUATION CRITERIA

1.0 SELECTION PROCESS

The selection process consists of a detailed review by qualified County staff. The review process will include the following: 1) Pass or Fail determination of the Proposer's minimum qualifications as set forth in Part A, Overview, Section 6:0, Minimum Mandatory Requirements to Qualify as a Proposer; 2) Required Forms/Documents, all forms and documents listed in Part D, Required Forms/Submission Packet shall be reviewed for submission and/or compliance; 3) Evaluation of adherence to the SOQ format and instructions listed in Part C, Instructions to Proposers.

2.0 MINIMUM QUALIFICATIONS REVIEW

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

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

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

2.1.2 Proposer shall submit and maintain a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate a Transitional Housing Placement Program, and to provide Transitional Housing Placement Program for Non-Minor Dependents.

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

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

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

- 2.1.6 Proposer shall submit a current **certified** Statement of Information from the California Secretary of State.
- 2.1.7 Proposer shall submit a Certificate of Status from the California Secretary of State.
- 2.1.8 Proposer shall have been in “Good Standing” with the County of Los Angeles Department of Children and Family Services (DCFS), the County of Los Angeles Probation Department (Probation), any other County of Los Angeles departments, CDSS CCLD, and other counties within the State of California for the past twenty-four months.
- 2.1.9 Proposer shall not have been in a “Do-Not-Refer” or “Do-Not-Use” status with the County of Los Angeles Department of Children and Family Services, the County of Los Angeles Probation Department, any other County of Los Angeles departments, CDSS CCLD, or any other counties within the State of California.
- 2.1.10 Proposer shall submit a Plan of Operation, which should be approved by County.

3.0 DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY

3.1 Determination of Proposer Responsiveness and Responsibility

- 3.1.1 Pursuant to Section 23-601.25 of the California Department of Social Services (CDSS) Manual of Policies and Procedures, a “Responsive Proposer” means one whose SOQ complies with all requirements of this RFSQ.s
- 3.1.2 County will review and evaluate each SOQ to determine if the Proposer complies with the requirements of this RFSQ. Any Proposer who does not meet the minimum qualifications may be disqualified and their SOQs eliminated from any further consideration.
- 3.1.3 County will evaluate each SOQ received to determine if the Proposer complies with the requirements of this RFSQ, including format and submission requirements set forth in PART C of the RFSQ. The County, at its sole discretion, may accept SOQs that substantially comply with the requirements of this RFSQ.

3.2 Determination of Proposer Responsibility

- 3.2.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible Vendors.

- 3.2.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 3.2.3 The County may declare a Vendor to be non-responsible for purposes of this solicitation if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 3.2.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 3.2.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 3.2.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

4.0 SOQ EVALUATION

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

- 4.1.1 Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in their SOQ.
- 4.1.2 Review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. Additionally, a review of terminated contracts will be conducted which may result in deductions.
- 4.1.3 A Review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Part C, Section 2.4.1.15 of the SOQ.
- 4.2 The review may include current and prior contract compliance problems including, but not limited to, "Do-Not-Refer" and/or "Do-Not-Use" status, a review of the documents submitted (licenses, letters of support, etc.), a review of terminated contracts, and a review to determine the magnitude of any pending litigation or judgments against Proposer.
- 4.3 Financial Capability
COUNTY staff will review the audited financial statements submitted in Section C of the SOQ to determine the financial capability of the Proposer. Evaluation may include the use of financial ratios for aiding in the determination of financial health.
- 4.4 Required Forms
All required forms must be included in the SOQ as specified in Part C, Instructions to Proposers, Section 2.0, Proposal Package Formatting Requirements of the RFSQ.

5.0 NOTIFICATION OF AWARD

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

its judgment and discretion concerning the selection of SOQs and the terms of any resultant Contract.

6.0 FORMAL APPROVAL OF CONTRACT

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

7.0 SELECTION PROCESS DISCLAIMER

- 7.1 The County reserves the sole right to judge the contents of the SOQs submitted pursuant to this RFSQ and to review, evaluate, and select the successful SOQs.
- 7.2 County reserves the right to waive, at its sole discretion, any inconsequential disparity or disparities in a submitted SOQ.
- 7.3 The failure of a Proposer to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.

PART F – PROTEST POLICY TRANSMITTAL FORMS

TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

***A Request for a Disqualification Review must be received by the County
by the date specified in the Non-Responsive Letter***

Vendor Name:	Date of Request:
Project Title:	Project No.

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the **date specified in the Non-Responsive Letter**.

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

PART G – THPP SAMPLE CONTRACT

TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT

**BY AND BETWEEN
COUNTY OF LOS ANGELES**



AND

(Agency Name)

CONTRACT NUMBER _____

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

SEPTEMBER 1, 2020

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT

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Attachment B	Community Business Enterprise Form (CBE)
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Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
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Attachment I	Contractor's Administration
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**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT**

Transitional Housing Placement Program Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____, 2020, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Transitional Housing Placement Program (THPP) Services; and

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

WHEREAS, this contract shall provide services pursuant to the provisions of Welfare and Institutions Code (WIC) Section 11403.2 (a), (Federal Independent Living Program regulations and related State laws), the California Department of Social Services (CDSS) is designated to administer a statewide system of establishing a Transitional Housing Placement Program (THPP) in each county, including Los Angeles County; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS

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

2.0 DEFINITIONS

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

- 2.1 **Abuse** – means a situation in which a child suffers from any one or more of the following: 1) Serious physical injury inflicted upon the child by other than accidental means; 2) Harm by reason of intentional neglect or malnutrition or sexual abuse; 3) Going without necessary and basic physical care; 4) Willful mental injury, negligent treatment or maltreatment of a child under the age of 18 by a person who is responsible for the child's welfare under circumstances which indicate that the child's health or welfare is harmed or threatened thereby, as determined in accordance with regulations prescribed by the Director of Social Services; and 5) Any condition which results in the violation of the rights or physical, mental or moral welfare of a child or jeopardizes the child's present or future health, opportunity for normal development or capacity for independence.
- 2.2 **Agency** – means a licensee who has been COUNTY certified as a THPP provider.

- 2.3 **Bathroom** – means a private room with a door, located within a THPP Unit that includes a functional full-size sink, toilet and bathtub and/or shower.
- 2.4 **Budget** – means the agency’s itemized list of expenses that describes the use of the rate amount for THPP Participants that CONTRACTOR is required to provide on the State required Budget Form in the agency’s Program Statement.
- 2.5 **CalJOBS** – means the State of California employment website: www.caljobs.gov.
- 2.6 **California Department of Social Services (CDSS), Community Care Licensing Division (CCLD)** – means the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety, and quality of life of each person in community care through the administration of an effective collaborative regulatory enforcement system.
- 2.7 **Case Plan/Case Plan Update** – means a written document which identifies the appropriate type of home (i.e. foster care, group home) to meet the Participant’s placement needs and the COUNTY’S plan to ensure the Participant receives his/her required services while in foster care.
- 2.8 **Certified Employee** – means an employee or volunteer certified by a licensed THPP CONTRACTOR to assist in providing intensive Independent Living Skills training, counseling, and supervision to foster youth, who is issued a certificate of approval by the CONTRACTOR as meeting all requirements and regulations as defined herein. Certification by the CONTRACTOR authorizes the qualified employee/volunteer to have direct contact with THPP Participants when performing such activities as providing direct supervision, counseling, support and services to THPP Participant to meet the goals of each Participant’s Transitional Independent Living Plan (TILP).
- 2.9 **Chief Executive Office or Chief Executive Officer** – means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.10 **Children’s Health and Disability Prevention (CHDP) Program** – means a plan that provides immunizations and health screenings. CHDP services are limited to physical examinations, lab tests and immunizations. The program does not provide follow up treatment to conditions found in the examination, nor does it provide dental or vision services.
- 2.11 **Children’s Social Worker (CSW)** – means COUNTY employees that are responsible for the THPP Participant’s case plan, case plan updates, TILP

and various other responsibilities regarding the THPP Participant's care and well-being.

- 2.12 **Contract** – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.13 **CONTRACTOR** – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.14 **CONTRACTOR Program Director** – means the individual designated by CONTRACTOR who is responsible for managing all phases of the CONTRACTOR'S operations and interfacing with the COUNTY Program Manager relating to this Contract.
- 2.15 **Corrective Action Plan** – means a plan developed by the COUNTY Program Manager to meet deficiencies in the CONTRACTOR'S THPP program identified by the COUNTY Program Manager.
- 2.16 **COUNTY** – means the County of Los Angeles and includes the Department of Children and Family Services.
- 2.17 **COUNTY Program Manager** – means the COUNTY representative responsible for daily management of Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.18 **Day or Days** – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 2.19 **DCFS** – means COUNTY's Department of Children and Family Services.
- 2.20 **Decertified Employee** – means an employee or volunteer of the CONTRACTOR whose authorization to work directly with THPP Participants has been revoked by either the CONTRACTOR or COUNTY Program Manager. Decertified employees or volunteers are prohibited from having any further contact whatsoever with THPP Participants.
- 2.21 **Direct Care Staff** – means CONTRACTOR'S Certified employees that provide care, training, supervision, tutoring or any other task or service that involves dealing directly with THPP Participants individually or as a group. CONTRACTOR'S Direct Care Staff shall not take the place of required Social Work staff nor shall Direct Care Staff be solely responsible for the

duties/responsibilities required of Social Work staff including but not limited to working directly with COUNTY CSW.

- 2.22 **Director** – means COUNTY’s Director of the Department of Children and Family Services or his or her authorized designee.
- 2.23 **Extended Foster Care (EFC)** – means a program which allows California to extend foster care up to age 21 for young adults who meet the federal participation criteria for continued eligibility after age 18, including those served under a State-Tribe IV-E agreement and supervised by probation.
- 2.24 **Facility** – means all components of the THPP facility including administrative functions and the operation of the THPP unit.
- 2.25 **Fiscal Year(s)** – means the 12 month period beginning July 1st and ending the following June 30th.
- 2.26 **Good Standing** – means a provider shall not have a pattern of egregious deficiencies which may have resulted in corrective action or other administrative actions by the County or Community Care Licensing, and no substantiated allegations of abuse or neglect.
- 2.27 **Health and Education Passport Binder (HEP)** – means a binder that contains a summary of the THPP Participant’s medical, psychological, and educational information.
- 2.28 **Host Family** – means a placement where the Participant lives with a caring adult who has been selected and approved by the CONTRACTOR. The Participant receives provider-based supportive services and the Host Family provides basic board and care for the Participant.
- 2.29 **Independent Living Program (ILP)** – means the program authorized under Title 42, Section 677(a)(1) of the U.S. Code (Social Security Act), for services and activities to assist children age 16 or older who are either a dependent (Welfare and Institutions Code Section 300) or a ward (Welfare and Institutions Code Sections 601 and 602) of the court to make the transition to independent living.
- 2.30 **ILP Transition Coordinator (ILP TC)** – means a Department of Children and Family Services and Probation Department’s Youth Development Services Division staff who assist both pre-Transition and Transition Age Youth, ages 14 and over to prepare for adulthood.
- 2.31 **Licensee** – means the entity licensed by CDSS CCLD that has the authority and responsibility for the operation of the THPP facility for dependent foster children pursuant to Welfare and Institutions Code Section 11403.2(a)(1).

- 2.32 **Manual of Policies and Procedures (MPP)** – means the regulations found in the Manual of Policies and Procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).
- 2.33 **Maximum Contract Sum** – means the total amount to be paid under this Contract.
- 2.34 **Monthly Allowance** – means the portion of the rate paid by the provider to each foster Participant participating in THPP pursuant to Welfare and Institutions Code Section 11403.2(a)(1).
- 2.35 **Neglect** – means the failure to provide a person with necessary care and protection. In the case of a Participant, the term refers to the failure of the CONTRACTOR to provide the care and protection necessary for the Participant's healthy growth and development. Neglect occurs when the Participants are physically or psychologically endangered.
- 2.36 **One-Stop Career Center (One-Stop)** – means a publicly-funded resource for jobseekers and businesses to help individuals in their job search by providing career counselors, computers, reference material and job leads at each of their location. CONTRACTOR may locate the closes One-Stop in Los Angeles County via the Internet at: www.laworkforce.org.
- 2.37 **Participant** – means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- 2.38 **Permanent Adult Connection (PAC)** – means the person(s) a Participant has established a relationship with that is life-long and provides reliable support to the TAY.
- 2.39 **Program** – means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.40 **Quality Assurance Plan** – means a system developed by CONTRACTOR, which defines all necessary measures taken by the CONTRACTOR to assure that the quality of the CONTRACTOR'S services will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.
- 2.41 **Service Planning Area (SPA)** – means one of the eight geographic regions into which the County of Los Angeles has been divided for purposes of managing the delivery of County services.

- 2.42 **Single Site** – means a placement where the THPP Participant lives in an apartment, single family dwelling, or condominium rented or leased by the licensee, in which one or more adult employees reside and provide supervision.
- 2.43 **State** – means the government of California.
- 2.44 **Technical Review** – means a COUNTY evaluation of a CONTRACTOR'S THPP program to ensure effective implementation and Contract compliance.
- 2.45 **THPP** – means Transitional Housing Placement Program.
- 2.46 **Transitional Housing Placement Program (THPP)** – means a community care facility licensed by the CDSS CCLD, and includes all components of the program that provides supervised housing and supportive services for eligible dependent foster/probation youth as specified in Welfare and Institutions Code Section 11403.2(a)(1).
- 2.47 **THPP Participant Record Folder (TPRF)** – means a folder that contains reports, case plan, case plan updates, medical records, data, and all other information or documents required for the THPP Participant.
- 2.48 **Transitional Housing Placement Program (THPP) Participant** – means a foster youth placed in a THPP Unit as specified in Welfare and Institutions Code Section 11403.2(a)(1); and may also be referred to as “Participant.”
- 2.49 **Transitional Housing Placement Program Staff Residential Unit (THPP Staff Residential Unit)** – means a location or official home where ONLY the adult employee(s) of the CONTRACTOR and their child(ren), if applicable reside(s) as specified in Health and Safety Code Sections 1559.110(d)(2) and (3).
- 2.50 **Transitional Housing Placement Program Unit** – means the residence where the THPP Participant(s) resides, and may also be referred to as “Unit.”
- 2.51 **Transitional Independent Living Plan (TILP)** – means a written service delivery plan that identifies the Participant's current level of functioning, emancipation goals and the specific skills needed to prepare the Participant to live independently upon leaving foster care.

3.0 FUNDING FOR THE CONTRACT

- 3.1 Transitional Housing Placement Program Services is funded by Aid to Families with Dependent Children-Foster Care (AFDC-FC) ~~under the Title~~

~~IV-E Waiver.~~ CONTRACTOR must maintain eligibility for payment from AFDC-FC funding source.

- 3.2 Failure to maintain eligibility for payment from AFDC-FC funding sources is a material breach. (See Part II, Section 50.0, Termination for CONTRACTOR'S Default, Subsection 50.1.1.)

4.0 TERM

- 4.1 The term of this Contract shall commence on January 1, 2019, or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on December 31, 2019, or one year from the date of execution by the Director of Children and Family Services, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 4.2 COUNTY shall have the sole option to extend the Contract term for up to two additional one-year periods for a maximum total Contract term of three years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 4.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 4.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 4.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the Contract term, after CEO approval, for a period not to exceed six (6) months beyond December 31, 2021, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

5.0 CONTRACT SUM

- 5.1 COUNTY and CONTRACTOR agree that in the event the ~~Title IV-E Waiver~~ fund allocated to the THPP program is depleted, the COUNTY is not

financially liable to the CONTRACTOR for the increased rate portion of the THPP participant's placement fees. As mentioned in Part I, Section 8.0, Subsection 8.3, the rate per THPP participant consists of the base rate of \$2,100, and the increased rate of \$1,362 or a total of \$3,462 per participant as listed in Exhibit C.

- 5.2 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. 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 of \$3,462 per month as set forth in Exhibit A-I, Pricing Schedule for each DCFS/COUNTY placed THPP Participant. Payments to CONTRACTOR shall be pro-rated for partial month THPP placements.
- 5.3 COUNTY and CONTRACTOR agree that in the event the State of California fails to pay the COUNTY claim for THPP services provided by the CONTRACTOR, the COUNTY is not financially liable to the CONTRACTOR.
- 5.4 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.
- 5.5 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 CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 5.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-II, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

5.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract.

5.7.1 Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon.

5.7.2 The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This budget is attached hereto and incorporated by reference herein as Exhibit A-II, Line Item Budget.

6.0 INDEMNIFICATION

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

7.0 INSURANCE REQUIREMENTS

7.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsections 7.1 and 7.15 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR from liabilities which may arise from or relate to this Contract.

7.1.1 Evidence of Coverage and Notice to COUNTY: Certificates of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of the Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract. Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves

the right to obtain complete, certified copies of any required CONTRACTOR or Sub-Contractor insurance policies at any time.

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

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

Certificates and copies of required endorsement shall be sent to:

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

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

- 7.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability, Professional Liability, and Sexual Conduct Liability policies with respect to

liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 7.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 7.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 7.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 7.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 7.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from

or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

- 7.8 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.
- 7.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 7.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 7.11 Application of Excess Liability Coverage: CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 7.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 7.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

7.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

7.15 Insurance Coverage Requirements:

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

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

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

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

7.15.4 **Sexual Misconduct Liability**: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who

committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

7.15.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.0 INVOICES AND PAYMENTS

- 8.1 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 8.2 CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) THPP rates or, for a CONTRACTOR vendored by a Regional Center, authorization for payment with AFDC-FC funds throughout the term of the Contract. A copy of the current rate letter shall be included in the Program Statement. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Transitional Housing Placement Program Rates established by the CDSS Foster Care Funding and Rates Bureau.
- 8.3 The monthly rate per THPP Participant is \$3,462, which consists of the base rate of \$2,100, and an increased rate of \$1,362. The base rate and the increased rate are funded by AFDC-FC, ~~under Title IV-E Waiver~~. In the event that the ~~Title IV-E Waiver~~ fund is depleted during a State's Fiscal Year, COUNTY will have the option of "rolling-back" to the THPP base rate amount of \$2,100, and the CONTRACTOR will be paid with this base rate only, on the remaining periods of that particular Fiscal Year.
- 8.4 In the event COUNTY has already paid the CONTRACTOR for the rate of \$3,462 per THPP Participant, and the State fails to reimburse the COUNTY's claim for the increased rate portion of \$1,362, CONTRACTOR shall return to COUNTY all payments made for the increased rate portion within thirty (30) days of receiving notification from the COUNTY.
- 8.5 CONTRACTOR shall complete and submit vouchers in arrears for services rendered in the previous month. All vouchers shall be received within five (5) days of the last day of the previous month. Vouchers for DCFS shall be sent to:

Department of Children and Family Services
Vendor Voucher Validation Unit

P.O. Box 368
Glendora, CA 91740-0368

- 8.6 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>.
- 8.7 In addition to the requirements in Exhibit A, SOW, CONTRACTOR shall notify the DCFS Foster Care Payment Hotline at (800) 697-4444 for DCFS children or the Probation Unit at (323) 226-8600 for Probation children within 24 hours whenever a Placed Child leaves CONTRACTOR's program. Prior to a Probation youth being moved from one site/home to another, an authorization letter signed by the Central Placement Director must be received from Probation.
- 8.8 CONTRACTOR agrees placement lasting less than a full month shall be prorated. Placement shall commence the Day the child is placed with CONTRACTOR and terminate the day before the Placed Child is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child, CONTRACTOR shall document COUNTY Worker's agreement to pay for the open bed in the Placed Child's record and shall request a written faxed confirmation from County Worker. DCFS will not pay for an open bed for a period in excess of seven (7) days. Probation will not pay for an open bed for a period in excess of three (3) days.
- 8.9 Should CONTRACTOR, after having a THPP Participant admitted to a psychiatric or medical hospital, unilaterally decide not to take the participant back, all foster payments made to CONTRACTOR to keep the space available for that THPP participant shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.
- 8.10 COUNTY shall mail to CONTRACTOR the amount due by the 15th of the month following the month Services were provided, except retroactive, partial, and supplemental payments to CONTRACTOR, which shall be paid through the supplemental payment system. Questions regarding payment should be directed to the Foster Care Hotline at (800) 697-4444.
- 8.11 CONTRACTOR shall notify COUNTY, within thirty (30) days of the receipt of any payment that is incorrect. Notification must be made by completing the Payment Resolution Notification Form (Cov 71) (Exhibit B, Attachment P) and faxing it to (626) 691-1136 or emailing it to PRU@DCFS.LACOUNTY.GOV. Interest charges may be assessed from the 30th day following identification and written confirmation by the

COUNTY of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor-Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.

- 8.12 COUNTY will resolve payment discrepancies within thirty (30) days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within 30 days of written notice of payment resolution to CONTRACTOR.
- 8.13 In the event that COUNTY identifies an excess payment made to CONTRACTOR, including but not limited to excess payments for clothing allowance, vouchers submitted after placement termination, and/or any other excess funds issued by COUNTY on behalf of Placed Children during the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. In addition, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

Fiscal Monitoring and Special Payments Section
Administrative Services Manager III
425 Shatto Place, Room 304
Los Angeles, CA 90020

- 8.14 CONTRACTOR is responsible for the accuracy of vouchers submitted to COUNTY. It is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the vouchers submitted and to notify COUNTY within thirty (30) Days of the receipt of any payment that is incorrect.

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

8.14.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR shall notify COUNTY by written notice and upon written confirmation by COUNTY of the excess payment amount, CONTRACTOR shall return all excess payments within thirty (30) Days to:

County of Los Angeles
Department of Children and Family Services

Attention: Accounting Services
Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the notices/payment to:

County of Los Angeles
Department of Children and Family Services
Attention: THPP Program Manager
3530 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90010

- 8.15 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP, within five (5) calendar days.
- 8.16 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 8.17 CONTRACTOR agrees that when a sustained overpayment, as defined in WIC 11466.22, is identified, CONTRACTOR shall repay the amount of the overpayment including interest in accordance with WIC 11466 et seq.
- 8.18 Intentionally Left Blank
- 8.19 In the event COUNTY discovers that an Overpayment has been made to CONTRACTOR, which is a payment on behalf of a child to which CONTRACTOR was not entitled, as governed by MPP 45-304 through 45-306, during the contract term or discovered within five years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.
- 8.19.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by

CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231(a)-(b).

- 8.19.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing or State Fair Hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.
- 8.19.3 If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. CONTRACTOR, if foregoing an informal hearing, must request the State Fair Hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.
- 8.19.4 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the Contract, by and between COUNTY and CONTRACTOR.
- 8.19.5 In matters involving Overpayments, governed by MPP 45-304 through 45-306, and if the amount is determined collectible, CONTRACTOR will have thirty (30) Days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forego an informal hearing and request a State Fair Hearing within ninety (90) Days from the date of COUNTY'S mailing of State Form Notice of Action 1261. If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal

of request for informal hearing, whichever is earlier. Failure to meet the respective time periods to request a hearing, either informal or formal, shall foreclose requests for due process set forth in MPP 45-306.1 through .3, and will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66, inclusive, including the implementation of additional contractual actions set forth in this Contract.

8.19.6 With regards to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.

8.20 The COUNTY may, at its discretion, implement an alternative payment system to replace the current voucher payment system. Any changes to the payment system will be discussed with the CONTRACTOR prior to implementation.

8.21 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

9.0 BACKGROUND AND SECURITY INVESTIGATIONS

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

9.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

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

10.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS

- 10.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to Sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records pertaining to the treatment or supervision of the child shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the placed child's confidentiality.

- 10.1.1 If CONTRACTOR'S staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.
- 10.1.2 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 10.2 CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 10.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 10.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgement and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "Contractor's Non-Employee Acknowledgement and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 10.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

10.8 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Subsection 10.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Subsection 10.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

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

11.0 CONTRACTOR'S STAFF IDENTIFICATION

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

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13.0 USE OF FUNDS

13.1 All uses of funds paid to and Expended by CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY. Upon notice by CONTRACTOR, COUNTY will, upon verification by COUNTY, reduce the audit disallowance claimed by COUNTY by the amount subject

to repayment to the state for duplicated disallowed Expenditures during the time period covered by COUNTY's audit.

- 13.2 CONTRACTOR shall be organized and operated as a Federal Tax Exempt (if applicable) and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 13.3 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the County current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B, Attachment E).
- 13.4 CONTRACTOR shall Expend THPP funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THPP 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 (Exhibit B, Attachment E). Any THPP funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlines in Part II, Standard Terms and Conditions Section 39.0, Notice of Dispute.
- 13.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of THPP funds, paid to and expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THPP participants, and to determine the appropriate disposition of unallowable expenditures.
- 13.6 Total accumulated unexpended funds (TAUF) shall include: 1) CONTRACTOR'S un-Expended funds; and 2) CONTRACTOR'S accumulated, unexpended THPP funds received from COUNTY between January 1, 2019, 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 January 1, 2019. CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit A-III).

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

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

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

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor 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 the Contract. The local agency procedures referred to in Subsections 14.2, 14.3, and 14.4 are internal DCFS procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit B, Attachment M, DCFS/Probation THPP and THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.1 Corrective Action Plan (CAP)

When DCFS reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS may require CONTRACTOR to provide a Corrective Action Plan and DCFS and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP

procedures are further discussed in Exhibit B, Attachment M, DCFS/Probation THPP and THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures

14.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of children 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 reasonably believes, in its sole discretion, 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 noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation THPP and THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR Status), when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation THPP and THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures.

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

14.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation THPP and THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit B, Attachment M, DCFS/Probation THPP and THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.5 Notice Requirements

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

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit B, Attachment M) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit B, Attachment M, DCFS/Probation THPP and THP+FC Contract Investigation/Monitoring/Audit Remedies and Procedures).

14.6 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS local agency policies and procedures (please refer to Exhibit B, Attachment M) then in effect, and thereafter, CONTRACTOR may appeal

through the dispute resolution procedures described in Part II, Standard Terms and Conditions, Section 39.0, Notice of Dispute

14.7 Termination Status

Nothing herein shall preclude the COUNTY from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default. COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS local agency grievance policies and procedures will occur.

15.0 FINANCIAL REPORTING

- 15.0 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Revenue and Expenditure Report (Exhibit A-III). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator.
- 15.1 The Semi-Annual Revenue and Expenditure Report shall be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.
- 15.2 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 15.3 In the event that the expenditure report is not filed timely, COUNTY may limit additional THPP participants.
- 15.4 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

16.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS

- 16.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.

- 16.2 Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.
- 16.3 CONTRACTOR shall for any Real Property, land, or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase including Capital Leases as defined by Generally Accepted Accounting Principles, (GAAP), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 13.0, Subsection 13.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by certified mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.
- 16.4 Upon obtaining COUNTY's prior written approval, the items referenced in Subsection 16.3 may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Subsection 16.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Subsection 16.2 and 16.3, shall be deemed owned by CONTRACTOR.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

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

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

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

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

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

3.0 AMERICANS WITH DISABILITIES (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

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

same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

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

changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

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

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

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

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

7.4.4 Prior CEO 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

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

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

10.0 INTENTIONALLY LEFT BLANK

11.0 COMPLAINTS

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

- 11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- 11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.
- 11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations

pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

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

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

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

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

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

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Subsection shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

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

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

15.0 CONDUCT OF PROGRAM

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

16.0 CONFLICT OF INTEREST

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

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

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

17.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

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

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the

minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

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

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 21.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 21.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors, finds in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence,

which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor

Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

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

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

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

23.0 CONTRACTOR'S WORK

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

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

24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

26.0 EMPLOYEE BENEFITS AND TAXES

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

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

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

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

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

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

28.2 Default for Insolvency

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

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

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 Other Events of Default

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

29.0 FAIR LABOR STANDARDS

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

30.0 FORMER FOSTER YOUTH CONSIDERATION

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

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development Services Division
3530 Wilshire Blvd., Suite 400

Los Angeles, CA 90010
FAX: (213) 637-0036

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

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

32.0 INDEPENDENT CONTRACTOR STATUS

- 32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

- 32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-2, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, "CONTRACTOR's Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

33.0 LIQUIDATED DAMAGES

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A, Attachment I, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five (5) days' notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and

forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

33.3 The action noted in Subsection 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.4 This Subsection shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subsection 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

35.0 MOST FAVORED PUBLIC ENTITY

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

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

- 36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

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

38.0 NOTICE OF DELAYS

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

39.0 NOTICE OF DISPUTE

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

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

41.0 NOTICES

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

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an

employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43.0 PROPRIETARY RIGHTS

- 43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 43.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Subsection 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Subsection 43.4 for:

- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 43.3;
 - 43.5.2 Any materials, data and information covered under Subsection 43.2; and
 - 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 43.8 The provisions of Subsections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

- 44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and

indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

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

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

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

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

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the

term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 46.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an

independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

47.0 RECYCLED BOND PAPER

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

48.0 SAFELY SURRENDERED BABY LAW

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

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

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

49.0 SHRED DOCUMENT

49.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

- 49.2 Documents for record and retention purposes in accordance with Subsection 46.2 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

50.1.1 CONTRACTOR has materially breached this Contract;

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

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

- 50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Subsection 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

- 50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any

such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Subsection, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Subsection 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Subsection 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Subsection 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.
- 50.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

- 51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance

of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

- 51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

- 51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

- 52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

53.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

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

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

56.0 TIME OFF FOR VOTING

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

57.0 VALIDITY

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

58.0 WAIVER

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

59.0 WARRANTY AGAINST CONTINGENT FEES

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

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

60.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

debarred, excluded or suspended by any governmental entity during the Contract period.

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

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

62.0 DATA ENCRYPTION

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

62.1 Stored Data

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

62.2 Transmitted Data

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

62.3 Certification

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

63.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

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

64.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

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

TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) CONTRACT

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

COUNTY OF LOS ANGELES

CONTRACTOR

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

Name of Agency

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

BY _____
David Beaudet, Senior Deputy County Counsel

PART H – THPP STATEMENT OF WORK

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

EXHIBIT A

STATEMENT OF WORK

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
(THPP)**

**TRANSITIONAL HOUSING PLACEMENT PROGRAM
(THPP)**

STATEMENT OF WORK

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- A-11a** Clothing Standard
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- A-18** Medication Dispensing Log
- A-19** Progress Report Guidelines
- A-20** Progress Report
- A-21** Participant Monthly Survey
- A-22** The Extended Foster Care Grievance Review Process
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- A-25** **Intentionally Left Blank**
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- A-34** **Intentionally Left Blank**
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STATEMENT OF WORK

PART A – PREAMBLE

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

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

These shared values are encompassed in the County's Strategic Plan's three Goals: I) Make Investments That Transform Lives; II) Foster Vibrant and Resilient Communities; and III) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

PART B – PROJECT FOUNDATION

1.0 BACKGROUND

Since 2003, the Department of Children and Family Services has identified three outcome goals (improved safety, improved permanence, and a reduced reliance on out-of-home care) in order to achieve positive outcomes for children and families. On March 2, 2010, a fourth outcome goal, self-sufficiency, was adopted to recognize that the plight of transition-age youth is dire and their needs must be addressed.

The Transitional Housing Placement Program (THPP), which was created as a result of AB 1198 (Chapter 799, Statutes of 1993) and amended by AB 427 (Chapter 125, Statutes of 2001), has the primary purpose of realizing this fourth outcome on behalf of transition-age youth. The THPP was designed to provide selected independent living opportunities for eligible Participants (dependents under the supervision of child protective services, from the ages of 16 through 17) to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing and supportive services. THPP services are available Countywide and provide THPP Participants the opportunity to live in a furnished unit, with supervision and support services such as:

- Educational and transportation assistance,
- Employment assistance and goal setting,
- Life and socialization skills, health and safety training,
- Housekeeping and nutritional food preparation training,
- Food, clothing and personal car allowances,
- Money management and budget training, and
- Affordable housing.

1.1 COUNTY PRIORITIES

DCFS has established the following priorities for THPP Participants: (1) Safety and (2) Well-Being/Education/Workforce Readiness and Self-Sufficiency.

Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwillingness or inability to meet the Participant's needs). The Performance Measure Summary and Service Tasks addressing this priority in a THPP setting are found in this SOW, Part C, Section 1.0.

Well-being/Education/Workforce Readiness and Self-Sufficiency: This priority refers to educational, transition preparation, medical, dental, psychological, and psychiatric well-being, as well as a number of other items especially relevant to a THPP setting. The Performance Measure Summary and Service Tasks addressing this priority are found in this SOW, Part C, Section 2.0. The department envisions that youth exiting THPP will attain a level of independence and self-sufficiency to be able to exit THPP and enter a Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD), a Supervised Independent

Living Placement (SILP), to live in a more independent setting of their own, remain in foster care in a less than restricted placement, or to live in an independent Transitional Housing Program.

1.2 SHARED CORE PRACTICE MODEL

CONTRACTOR shall provide services and support that are reflective of the framework, vision, values, and guiding principles of Shared Core Practice Model (SCPM, Exhibit A-28).

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

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

2.0 COUNTY'S GENERAL RESPONSIBILITIES

- 2.1 Children's Social Worker (CSW) will provide the CONTRACTOR an SOC 152 Agency Placement Agreement (Exhibit A-2) and will continue to provide case management services supervision.
- 2.2 Monthly visits to the Participant by the CSW shall be ongoing throughout the Participant's tenure in the THPP.
- 2.3 Court reports submitted to the Juvenile Court shall be completed with input from the Participant and the CONTRACTOR.

3.0 COUNTY PROGRAM MANAGER REQUIREMENTS

The COUNTY shall provide a County Program Manager (CPM) as indicated in the Contract, Attachment J, County's Administration, to coordinate the delivery of services of this Contract with the CONTRACTOR Program Director (CPD).

- 3.1 The CPM or designee is responsible for, but not limited to, providing programmatic support to CONTRACTOR and monitoring CONTRACTOR's day-to-day activities by providing technical assistance to ensure that CONTRACTOR satisfies the Contract requirements.
 - 3.1.1 The CPM or designee is not authorized to make any changes to any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.
- 3.2 The COUNTY is solely responsible for referring all eligible THPP Participants to CONTRACTOR.

4.0 CONTRACTOR EXPECTATIONS/RESPONSIBILITIES

- 4.1 CONTRACTOR's administrative and sub-administrative offices shall be open each business day for a minimum of four (4) consecutive hours per day.
 - 4.1.1 All locations shall have fixed office hours posted in a visible location to allow Participants an opportunity to walk in and receive services.
 - 4.1.2 CONTRACTOR shall make every effort to provide weekend and/or evening hours to accommodate the schedules of Participants who work and/or attend school during normal business hours.
 - 4.1.3 When locations are closed for meetings, holidays, etc., CONTRACTOR shall post in a visible location the re-opening time, an alternate telephone number, and the name of a contact person who can provide assistance to the Participant.
- 4.2 CPD shall be present in each administrative or sub-administrative office a minimum of 20 business hours each week.
- 4.3 CONTRACTOR shall have a designee in each administrative or sub-administrative office for when the CPD is absent.
 - 4.3.1 Designees, who do not meet the qualifications for CPD shall have immediate access to the CPD, **and** shall have:
 - a) Knowledge about the THPP operations.
 - b) Training in programs provided by the THPP.
 - c) Authority to correct health and safety deficiencies.
- 4.4 CONTRACTOR shall provide to COUNTY and Participants a contact number for use after normal business hours (Monday through Friday, from 8:00 A.M. to 5:00 P.M.), on weekends, and on COUNTY holidays.
- 4.5 CONTRACTOR shall respond within two (2) hours of being contacted by COUNTY.
- 4.6 CONTRACTOR shall not request the CSW to perform any duties that are the CONTRACTOR's responsibility.
- 4.7 CONTRACTOR shall follow any COUNTY established protocols relative to the implementation of Assembly Bill 12, SB 612, Shared Core Practice Model (SCPM), and Continuum of Care Reform (CCR).

- 4.8 CONTRACTOR shall include the principles of the Child Welfare League of America (CWLA) Standards of Excellence for Transition, Independent Living and Self-Sufficiency Services (<http://www.cwla.org/our-work/cwla-standards-of-excellence/standards-of-excellence-for-child-welfare-services/>) and Positive Youth Development (<https://youth.gov/youth-topics/positive-youth-development>) in their program models.

4.8.1 *“The CWLA Standards for Transition, Independent Living, and Self-Sufficiency Services focus on planning and providing independent-living services by voluntary and public child welfare agencies. The agency's approach to working with young people must integrate a comprehensive long-term plan that includes the activities necessary to prepare an adolescent for eventual self-sufficiency. These standards provide the framework for the successful planning, delivery, coordination, and development of family, community, and agency resources toward this goal.”*

- 4.8.2 Participants are encouraged to visit with parents, siblings, extended family and friends to promote emotional growth and development. Family contact may be nurturing and promote positive self-esteem development in the youth. Ideally, ongoing contact will help youth to become self-sufficient and confident young adults who ultimately transition entirely from the foster care system. Family support, mentors, and friends play a large part in assisting the foster youth to become a thriving and vital member of society.

COUNTY Youth Development Services (YDS) Division

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

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

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

5.0 HOUSING OPTIONS FOR PARTICIPANTS

5.1 Community Care Licensing (CCL) License and Site Visits

5.1.1 CONTRACTOR is required to have a valid CCL THPP license In effect at all times.

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

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

5.2 Housing Models

CONTRACTORS shall use either one of the following housing models for THPP to support the individual well-being/education/workforce readiness/self-sufficiency needs and skills of each Participant:

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

5.2.2 Single (Staffed) Site: A placement where a Participant lives in an apartment, single family dwelling, or condominium rented or leased by the CONTRACTOR, in which one or more adult employees of the CONTRACTOR reside on-site and provide supervision.

5.3 Unit Certification Process

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements, including any and all payments for each Unit used for THPP Participants.

5.4 Certificates of Compliance or Approval

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

5.4.2 CONTRACTOR shall complete and sign a Certificate of Compliance (or Certificate of Approval for each THPP Unit.

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

5.4.2.2 CONTRACTOR shall maintain copies of the Certificates of Compliance/Approval in the CONTRACTOR's administrative and sub-administrative offices, THPP units, and Staff Residential unit. A THPP Participant shall not occupy any Unit until certification is complete.

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

5.4.2.3.1 CONTRACTOR shall de-certify any unit no longer being used for THPP.

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

5.4.4 CONTRACTOR shall provide CCL and CPM with a list of all current addresses and telephone numbers of all THPP and Staff Residential units.

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

5.5 Fire Clearances

5.5.1 CONTRACTOR shall secure and maintain for each THPP Unit any fire clearance required and approved by the fire authority having jurisdiction.

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

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

5.6 Housing Unit Requirements

5.6.1 CONTRACTORS shall make every effort to utilize units where Participants may continue to live following transition from foster care and allow Participants to keep their unit furnishings following transition from its program.

- 5.6.2 CONTRACTOR shall provide units to accommodate youth who are pregnant and/or parenting; identify as LGBTQ (Lesbian, Gay, Bisexual, Transgender and Questioning); and have physical disabilities and/or managed mental health concerns.
- 5.6.3 CONTRACTOR shall place Participants according to his/her self-expressed gender identity.
- 5.6.4 CONTRACTOR shall ensure that, when Participants share a bedroom with minors, it documents that the bedroom arrangements ensures the health and safety of the minor and Participant, and that the roommates are compatible.
- 5.6.5 When considering compatibility, CONTRACTOR shall consult with each Participant in its care, in an age and developmentally appropriate manner, regarding the Participant's sexual orientation and gender identity and what information the Participant wishes to disclose and to whom.
- 5.6.6 CONTRACTOR shall not disclose information about the Participant's sexual orientation and/or gender identity against the Participant's wishes, unless compelled to do so by law or court order.
- 5.6.7 CONTRACTOR shall agree to the following requirements:
 - 5.6.7.1 No more than six (6) THPP Participants shall share a Unit.
 - 5.6.7.2 Each THPP Participant that shares a unit shall have sufficient designated food storage space for perishable and non-perishable food to ensure accurate monitoring of each Participant's shopping habits and adherence to their allowance.
 - 5.6.7.3 THPP Participant may share a Unit with a THPP Participant if they are same gender siblings or *recently* shared rooms prior to the THPP Participant turning 18, and remain compatible to share a Unit.
 - 5.6.7.4 THPP Participants of the opposite sex, including siblings, shall not share a unit. This excludes Participant's minor child(ren)
 - 5.6.7.5 THPP Participant shall not share a Unit with any other individual not enrolled in THPP, except the THPP Participant's child(ren).
 - 5.6.7.6 THPP Participants placed with their child(ren) shall have the unit equipped with safety features, including, but not limited, to childproof cabinets and drawer locks, door locks, and electrical outlet covers

- 5.6.7.7 No area commonly used for other purposes shall be used as a bedroom, e.g., halls, stairways, unfinished attics or basements, living rooms, dining rooms, garages, detached buildings, or passageways to another room.
- 5.6.7.8 No bedroom shall be used as a general passageway to another room.
- 5.6.7.9 No more than two (2) Participants shall occupy a bedroom.
- 5.6.7.10 Bedrooms shall have drawer space for the Participant's belongings and closet space to accommodate his/her clothing and personal belongings.
- 5.6.7.11 No more than two (2) Participants shall share a bathroom.

5.7 Unit Maintenance and Safety

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

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

5.7.1 Maintenance

- 5.7.1.1 Units shall be repainted as needed and in accordance with local tenant housing laws.
- 5.7.1.2 Carpet shall be replaced as needed and in accordance with local tenant housing laws.

5.7.2 Safety

CONTRACTOR shall ensure that each Unit has the following:

- 5.7.2.1 A working carbon monoxide and smoke detector in the hallway, and a working smoke detector in each bedroom.
 - 5.7.2.1.1 CONTRACTOR shall provide initial and at least annual training to THPP Participants on the purpose of the carbon monoxide and smoke detectors, consequences for disabling them, and how to test them and change their batteries (if applicable) twice per year in March and in November.

- 5.7.2.2 One or more operable fire extinguishers that are serviced/replaced as required.
- 5.7.2.3 CONTRACTOR shall maintain legible receipts and/or certification to confirm when extinguishers expire or need servicing.
 - 5.7.2.3.1 CONTRACTOR shall provide initial and at least annual training to THPP Participants on the use of the fire extinguisher, and what to do if it needs to be replaced or re-serviced.
- 5.7.2.4 An operable emergency radio.
 - 5.7.2.4.1 CONTRACTOR shall provide initial and at least annual training on how to use, maintain, and store the emergency radio.
- 5.7.2.5 Emergency ladders for units that are located above the ground (first) floor.
 - 5.7.2.5.1 CONTRACTOR shall provide initial and at least annual training on how to use emergency ladders.
- 5.7.2.6 A current emergency plan specific to the Unit location shall be given to each THPP Participant upon placement. Plan must include how to exit the site for units or areas that are located above the ground (first) floor.

5.8 Furniture Required for Units

- 5.8.1 Each THPP unit shall be appropriately furnished and shall include items that are commonly found in family homes. The minimum furnishing requirements are included on Exhibit A-9.
- 5.8.2 CONTRACTOR shall afford the Participants the opportunity to keep their unit furnishings, such as bedroom set, living room furniture, and kitchen items.
- 5.8.3 Upon transition from foster care, each THPP Participant shall keep his/her unit furnishings agreed upon at orientation.
- 5.8.4 CONTRACTOR shall ensure that provided furniture is in good and safe condition.

- 5.8.5 If replacement or repair is needed and not caused by normal wear and tear, CONTRACTOR will replace or repair within five (5) business days of discovery.
- 5.8.5.1 Furniture that poses a safety hazard for the Participant and/or Participant's child(ren) shall be repaired or replaced immediately.
- 5.8.6 CONTRACTOR shall ensure that damaged major appliances (refrigerators, stoves, ovens, heating/air conditioning units, etc.) are replaced or repaired within 48 hours of discovery of the damage.
- 5.8.7 Appliances that pose a safety/fire hazard for the Participant and/or Participant's child(ren) shall be replaced or repaired immediately.
- 5.8.8 At the time of placement, the CONTRACTOR shall provide the THPP unit with a new set of dishware for a minimum of four (4) to six (6) people.
- 5.8.9 The same applies to glassware, plastic cups, eating utensils, knives, pots and pans, dish towels, dishcloths, and oven mitten(s).
- 5.8.10 CONTRACTOR shall replace items in Subsections 5.10.9 and 5.10.10, as needed to ensure that each unit has the minimum required number of items.
- 5.8.11 Ensure that each THPP Participant and his/her child(ren) have a bed that meets their needs.
- 5.8.11.1 Each Participant and his/her children shall have his/her own bed/crib/bassinet and shall not share a bed/crib/bassinet.
- 5.8.11.2 If the bed is too short or not wide enough for the Participant or his/her child, the CONTRACTOR shall immediately replace the bed and mattress and ensure it is appropriate for the THPP Participant and his/her children.
- 5.8.11.3 Bunk beds, cots, rollaway beds, or futons shall not be used by Participants or their child(ren) for beds.
- 5.8.11.4 CONTRACTOR may allow Participant to bring his/her own bed and bedding as long as it is safe and in good condition.
- 5.8.12 Upon placement, each Participant shall be provided with new linens, such as a mattress pad, flat sheet, fitted sheet, pillowcase, comforter/quilt, or a bed-in-a-bag, and a comfortable mattress and box spring in good condition.
- 5.8.13 CONTRACTOR shall not provide used or second-hand linens for use by THPP Participants or their child(ren).

5.8.14 CONTRACTOR shall ensure that Unit(s) are adequately furnished with furniture in good and safe condition based on CONTRACTOR's visual and physical inspection.

5.8.15 CONTRACTOR shall provide a large capacity refrigerator if three or more THPP Participants share a unit.

5.8.16 CONTRACTOR shall provide each THPP Participant with a towel rack, soap bar dish, and space for toothbrush, etc.

5.8.17 CONTRACTOR shall ensure that THPP Participants with infant(s)/toddler(s) are furnished with a bassinet, crib, or toddler bed, mattress, high chair, and a minimum of two sets of linens for each infant or toddler.

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

5.9 Unit Locations

5.9.1 THPP Unit(s) shall be in close proximity to the following: public transportation, grocery store, medical care, and laundry and dry cleaning services.

5.9.2 CONTRACTOR shall ensure that various employers or employment opportunities shall be in close proximity, when using public transportation, to all THPP units.

5.9.3 CONTRACTOR shall secure THPP units that are in close proximity, and no more than one (1) hour each way via public transportation, to schools, including post-secondary institutions.

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

6.0 **STAFFING REQUIREMENTS AND RECORDKEEPING**

6.1 CONTRACTOR shall maintain the following staffing ratios at all times, and ensure that its staff meets the qualifications, including any additional CDSS/CCL regulations, for each position s/he holds. To request an exception to these requirements, please consult with CCL. COUNTY will accept official exception approvals from CCL.

6.1.1 Program Administrator

CONTRACTOR shall employ at least one (1) Program Administrator.

6.1.1.1 The Program Administrator must work and be present at any THPP facility for a total of at least 20 hours per week. He/she may also serve in another personnel capacity, provided he/she meets the applicable qualifications of both positions.

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

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

6.1.1.2 Program Administrator Qualifications

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

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

AND

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

6.1.2 Social Work Supervisor

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

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

6.1.2.1.1 CONTRACTOR'S Social Work Supervisor shall not serve as the lead Social Worker (case manager) if he/she also carries a caseload

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

6.1.2.3 Social Work Supervisor Qualifications

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

- a) Social work or social welfare
- b) Marriage, family and child counseling
- c) Child psychology, child development
- d) Counseling psychology, social psychology
- e) Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professions Code
- f) Education with a counseling emphasis, or Equivalent Master's Degree in human services or behavioral science degree acceptable to CDSS

AND

- At least three semester units or 100 days of internship, field practice or experience in a public or private social service agency setting at the Master's Degree level

- At least nine semester units of coursework related to children and families or 18 months' experience working with teens
- At least three semester units in working with minority populations; or six months of experience working with minority populations; or six months in-service training in working with minority populations within the first year of employment as a condition of employment
- At least three semester units in child welfare, or two years' experience in a public or private child welfare social services setting

AND

- Three years of full-time social work or casework employment in the field of family or child welfare services.

6.1.3 Social Worker (Case Manager)

CONTRACTOR shall employ one (1) Social Worker (case manager) for every 12 Participants. If CONTRACTOR'S Social Worker (case manager) has a shared caseload, CONTRACTOR shall designate a lead Social Worker (case manager) for each shared caseload.

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

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

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

6.1.3.4 Social Worker Qualifications

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

- 1) Marriage, family and child counseling
- 2) Child psychology
- 3) Counseling psychology
- 4) Social psychology
- 5) Clinical psychology
- 6) Educational psychology
- 7) Education, with an emphasis in counseling

- 8) Social work or social welfare
- 9) Any area that includes the counseling or psychotherapy content required for licensure as Licensed Professional Clinical Counselor, as specified in Sections 4999.32 and 4999.33 of the Business and Professions Code
- 10) A subject area that is functionally equivalent to those listed above, as set forth by CCL.

OR

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

6.1.4 Single (Staffed) Site Supervisor

6.1.4.1 CONTRACTOR shall employ one (1) Single Site Supervisor for each location that is licensed for a single site housing model.

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

6.1.4.3 Single Site Supervisor Qualifications

- 1) High school diploma, GED or equivalent
- 2) Valid driver's license and insurance
- 3) CPR and First Aid Training (must obtain prior to interacting with Participants)

AND

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

OR

- c) Six months full-time experience*, or its equivalent, working with the target population or age group; **and**
- d) Completion with a passing grade, from an accredited or approved college or university, of 15 college semester or equivalent quarter units in behavioral science, nine units of which must be in courses relating to children with

behavioral problems which may be the result of abuse, neglect or emotional trauma. The courses may include, but are not limited to curriculums in Corrections, Psychology, Social Work or Social Welfare

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

6.1.5 Host Family Staff

- 6.1.5.1 CONTRACTOR shall employ at least one (1) host family staff for each host family housing site.

- 6.1.5.2 CONTRACTOR shall ensure that its FFA Host Family staff has the ability to distinguish between roles and expectations if he/she is providing host family services for the FFA and THPP.

6.1.5.3 Host Family Qualifications

- 6.1.5.3.1 Possess all of the minimum qualifications required for the Single Site Supervisor position

- 6.1.5.3.2 Have the qualifications, education, and experience to teach Participant independent living skills that will assist the Participant with becoming self-sufficient.

- 6.1.5.3.3 Meet the host family requirements and trainings per Title 22, 88000 (Foster Family Agencies).

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

6.1.6 Volunteers

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

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

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

- 6.1.7.1 CONTRACTOR agrees to certify, train, and monitor staff and volunteers who will provide direct services/support to THPP Participants.
- 6.1.7.2 CONTRACTOR shall certify and train all staff having direct contact with THPP Participants in compliance with Title 22, Section 80065 & 86065.
- 6.1.7.3 CONTRACTOR shall ensure that all THPP staff are trained in CPR and First Aid, and shall maintain an age appropriate certification in CPR from persons qualified to provide such training.
 - 6.1.7.3.1 CONTRACTOR shall maintain proof of successful completion (and renewal) of CPR and First Aid Training and valid Certification in personnel records.
- 6.1.7.4 CONTRACTOR shall ensure that all THPP staff having direct contact with Participants receives on an annual basis at least 20 hours training (in addition to CPR and First Aid) in topics related to the target populations.
- 6.1.7.5 Only employees and volunteers that have been approved and certified by CONTRACTOR shall have direct contact with THPP Participants.
- 6.1.7.6 CONTRACTOR shall certify employees by submitting to the CPM on agency letterhead verification of fingerprinting clearances, Child Abuse Index clearance, and training, prior to the staff commencing work with the THPP Participant, for each employee and for each volunteer who has contact with Participants, with the exception of volunteers pursuant to Title 22, Section 80019(b)(5).
- 6.1.7.7 CONTRACTOR is solely responsible for confirming that its employees meet the licensing qualifications for their respective positions, and for maintaining all source documents.

6.2 Employee/Volunteer Training Certification

- 6.2.1 All THPP personnel (including host family foster parents) shall receive initial and ongoing training to enable them to fulfill their service responsibilities to provide safe and nondiscriminatory care, placement, and services to the Participant including the right of Participants to have fair and equal access

to all available services and not be subjected to harassment or discrimination based on their actual or perceived sexual orientation or gender identity.

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

- a) Child abuse identification and reporting,
- b) Characteristics of persons 16-21 years of age placed in long-term foster care,
- c) AB 12/Extended Foster Care,
- d) Shared Core Practice Model
- e) Trauma-Informed Care
- f) Commercial Sexual Exploitation of Children (CSEC), and
- g) LGBTQ (Lesbian, Gay, Bi-Sexual, Transgender and Questioning) Youth

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

6.2.4 COUNTY will accept prior training for employees if the training occurred within the previous year.

6.2.5 CONTRACTOR shall submit to CPM certification of training on agency letterhead confirming staff has completed the required training(s) within one year prior to employment through training from a program serving a similar population.

6.2.6 CONTRACTOR shall maintain documentation that individuals have previously completed the required training.

6.3 Certified Employees/Volunteers Report

6.3.1 CONTRACTOR shall complete the LIC 500 (Exhibit A-23) upon execution of CONTRACT, and when new staff are hired, and submit a copy to CPM by the last day of each applicable month.

6.3.2 CONTRACTOR shall maintain a copy of each report for five (5) years in its personnel files.

6.3.3 CONTRACTOR shall notify CPM in writing when an employee is no longer employed by CONTRACTOR or is on an extended leave (more than one

month). The notification must be within three (3) business days of employment leave or resignation and shall include the employee's name, position, leave date and expected return date.

- 6.3.4 CONTRACTOR shall indicate its plan to provide coverage for the employee's position.
- 6.3.5 Employee providing coverage must meet the licensing requirements for the position and shall not occupy more than two of the positions required for THPP.
- 6.3.6 CONTRACTOR shall notify CPM in writing when an employee on extended leave has returned to work and confirm that employee will continue in his/her previous position.
- 6.3.7 In the event, employee assumes a different position, CONTRACTOR shall provide verification that employee meets the educational and experiential requirements for the new position.
- 6.3.8 In the event a change of staff occurs, CONTRACTOR shall notify CPM in writing and shall submit new employee's certifications to CPM upon hiring and prior to new staff having direct contact with any THPP Participant.

6.4 CONTRACTOR'S Employee and Volunteer Records

- 6.4.1 CONTRACTOR shall maintain and retain records on each Certified employee/volunteer described herein and as required by CDSS/CCL in accordance with, but not limited to, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 7, Section 86066.
- 6.4.2 COUNTY may require CONTRACTOR to maintain and retain additional records, as COUNTY deems necessary.
- 6.4.3 CONTRACTOR shall maintain verification of fingerprinting clearances, Child Abuse Index clearance, and CONTRACTOR employee certification for all employee and volunteers that have direct contact with any THPP Participant.
- 6.4.4 CONTRACTOR shall maintain documentation of all completed education and experience requirements in staff's personnel file including a copy of all staff's resumes and credentials verifying previous employment and educational background.
- 6.4.5 CONTRACTOR shall confirm that each employee or volunteer meets the qualifications; including education and experience, for his/her specific position(s) and has received the necessary training and background clearances by providing CPM a signed statement on agency letterhead.

The statement shall include the name of the employee, his/her position(s), and a certification that s/he meets the qualifications for each position, has cleared a background clearance, has received required training(s), and indicate the date(s) when each action occurred.

6.4.6 Copies of annual training records and performance evaluations shall be available upon demand by CPM.

6.4.7 CONTRACTOR shall maintain current, accurate, and legible time records for all paid staff and volunteers.

6.5 Grievances and Criminal Complaints

6.5.1 CONTRACTOR shall immediately notify the CPM of a grievance or criminal complaint filed against any employee or volunteer, or allegation of child endangerment made within the scope of their employment with the CONTRACTOR.

6.5.2 CONTRACTOR shall prohibit employee/staff with a grievance or criminal complaint filed against them from further contact with all Participants until the CPM has conducted an investigation into the allegation(s), complaints, or grievances.

7.0 **TARGET POPULATIONS**

Participants in THPP are youth who meet all of the criteria listed below and have been deemed eligible by the COUNTY to participate in the THPP program.

The COUNTY shall refer to CONTRACTOR, eligible THPP Participants who would benefit from living in an independent living environment and receiving intensive independent living skills, such as assistance in acquiring a high school diploma or equivalent, achieving economic self-sufficiency, securing affordable housing, and training to assist them in adjusting to independent living upon transition from foster care.

7.1 Population to be served – Only those youth who meet the following criteria are eligible to participate in the COUNTY THPP:

1. Current court dependents
2. Eligible for participation in ILP
3. Are age 16 through 17 (up to, but not including, 18)
4. Residing in out of home placement funded by Aid to Families with Dependent Children-Foster Care (AFDC-FC)
5. Working towards high school diploma/equivalency or have already completed high school
6. Maintaining a substance-free life style.

- 7.2 CONTRACTOR shall designate at least 10% of its units for pregnant and parenting applicants or custodial Participants who become pregnant (or parents) while in THPP-NMD.
- 7.3 CONTRACTOR may not discriminate against THPP applicants or Participants based on race, gender, pregnancy, parental status, sexual orientation, disability, residency status, or victim of sexual exploitation.

8.0 SCOPE OF WORK

8.1 REFERRAL AND PLACEMENT PROCESS

- 8.1.1 CONTRACTOR shall not accept any Los Angeles County applicant for placement without prior written authorization from the CPM. CPM shall have the sole discretion to determine if written authorization is needed prior to applicant being accepted for placement. If CONTRACTOR accepts a placement and/or places an applicant in THPP without prior written authorization from the CPM, the COUNTY may terminate this Contract.
- 8.1.2 NMDs may participate in the THPP with the permission of the CSW and ILP TC.
- 8.1.3 The CSW shall submit referral packet, inclusive of THPP application (Exhibit A-33) and the required documents listed on the application, directly to thpp@dcfs.lacounty.gov for screening.
- 8.1.4 CONTRACTOR has the option to conduct a pre-placement orientation and interview with the THPP applicant and CSW. If the applicant and CSW agree to consider placement with the CONTRACTOR, the CONTRACTOR will schedule a site visit, if requested by applicant or CSW, for the applicant and the CSW prior to placement. The orientation and site visit may occur simultaneously.

8.2 Placement

- 8.2.1 If the applicant decides not to accept placement with CONTRACTOR, or if CONTRACTOR cannot provide placement for applicant, CONTRACTOR shall notify CPM (via phone call or email) within one (1) business day of decision, and refer the Participant back to CPM.
- 8.2.2 No more than seven (7) business days prior to the proposed placement date, CONTRACTOR shall confirm the suitability of the placement in writing to the CPM by submitting a completed Placement Information and Authorization Form (PIAF, Exhibit A-4) along with a current Certificate of Compliance, current CCL Facility Evaluation Report or THPP license,

verification of liability insurance, and a fire clearance if the Participant and/or his/her children are non-ambulatory.

8.2.3 Signed PIAF is only valid for the location listed on the form. If the CONTRACTOR decides to place Participant in a different location, CONTRACTOR shall submit another PIAF, Certificate of Compliance, verification of liability insurance, and fire clearance, if applicable for new location.

8.2.4 CONTRACTOR shall initial and return PIAF to CPM or designee within 48 business hours of Participant's placement in its THPP.

8.2.4.1 CONTRACTOR shall notify CPM or designee, if Participant is not placed within seven (7) business days of date the PIAF was signed by CPM or designee.

8.2.5 Upon placement, and annually, CONTRACTOR shall provide Participant with information on what to do if he/she believes he/she has been abused or mistreated (by staff, other Participants, etc.), and who to contact (CSW/DPO, law enforcement, CCL, attorneys, Child Protection Hotline, etc.), and the telephone numbers for the contact person(s).

8.2.6 DCFS CSW at the time of placement will provide CONTRACTOR with an SOC 152 Agency Placement Agreement (Exhibit A-2), the Participant's Medi-Cal card or Medi-Cal verification letter, Medical and Education Records, or the Health and Education Passport Binder.

8.3 Orientation Procedures

8.3.1 CONTRACTOR shall design a written orientation plan and submit it to the CPM for approval prior to accepting a THPP placement under this Contract.

8.3.2 The orientation plan shall indicate CONTRACTOR's specific procedures and requirements for all THPP Participants.

8.3.3 The plan shall include, but not be limited to, the CONTRACTOR's policies incorporating applicable provisions of Welfare and Institutions Code Section 16522.1, such as vehicles, work expectations, preparation of meals, fines, budgeting, Participant's monthly allowance, lending or borrowing money, unauthorized purchases, the grievance/complaint procedures, curfew, personal safety, visitation rights, dating, disciplinary measures, grounds for termination, participation in the ILP program, and disaster/emergency plan.

8.3.4 A copy of the written orientation plan shall be available upon demand by CPM.

- 8.3.5 At the time of initial placement, the CONTRACTOR shall provide each THPP Participant, in the presence of the CSW, a full orientation based on its written orientation plan.
- 8.3.6 A written copy of the procedures, rules, and regulations shall also be provided to the THPP Participant and CSW.
- 8.3.7 Participant shall complete, sign, and date the Mandatory Orientation Checklist (Exhibit A-8) at time of initial placement. CSW shall sign and date the Mandatory Orientation Checklist verifying that copies of policy/procedures were received by and explained to Participant by CONTRACTOR. CONTRACTOR shall file the original Mandatory Orientation Checklist in the Participant's THPP Record Folder and provide a copy to the Participant.
- 8.3.8 CONTRACTOR shall give each THPP Participant at the orientation, the CPM and YDS Ombudsman's contact information, The Extended Foster Care Grievance Review Process for Non-Minor Dependents (Exhibit A-22), and Personal Rights (Exhibit A-10), along with CONTRACTOR's Grievance/Complaint Procedures.

8.4 Supervision and Monitoring of Participants

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

- 8.4.1 CONTRACTOR shall have daily contact with all THPP Participants, and shall have in-person contact at least weekly.
 - 8.4.1.1 CONTRACTOR shall maintain legible and accurate documentation of each contact.
- 8.4.2 Upon placement, and yearly thereafter, CONTRACTOR shall inquire about and discuss with CSW/DPO any visitation restrictions, including court orders.
- 8.4.3 CONTRACTOR shall notify the COUNTY, by contacting the Child Protection Hotline at 1 (800) 540-4000 within 24 hours whenever a Participant is moved on an emergency basis from one site/home to another, or Participant leaves (i.e. AWOL – 24 hours or more) the CONTRACTOR's program.
- 8.4.4 Contractor shall ensure that all THPP Participants receive annual medical and dental examinations.

- 8.4.5 CONTRACTOR is responsible for ensuring that the child(ren) placed with THPP Participants have access to appropriate medical (and dental, if applicable) care, including immunizations and routine examinations.
- 8.4.6 CONTRACTOR's Social Worker or Social Work Supervisor shall maintain at least monthly communication with the CSW and provide information regarding Participant's progress/deficiencies and TILP goal attainment.
- 8.4.7 CONTRACTOR shall be available and comply with all requests from CSW to meet in person/face to face.
- 8.4.8 CONTRACTOR shall conduct unannounced site checks when there are concerns regarding the Participant's safety and well-being.
- 8.4.9 CONTRACTOR shall respect the Participants' right to privacy and, unless it is an emergency, shall knock and/or ring the door bell, announce themselves, and allow Participant the opportunity to answer the door, before entering any occupied THPP Unit.

8.5 Required Supplies, Costs, and Services

8.5.1 Personal Items At Placement

At time of placement, CONTRACTOR shall provide each THPP Participant with new full-size/standard size (not travel or promotional/trial size) items listed on the Participant Inventory (Exhibit A-11). The original Participant Inventory shall be placed in the TPRF.

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

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

8.5.2 Clothing

8.5.2.1 CONTRACTOR shall ensure that upon placement of a THPP Participant, the Participant and his/her child(ren), if applicable, has or shall be provided with at minimum, the age appropriate items listed on the Participant Inventory (Exhibit A-11) or Clothing Standard for Infants and Children DCFS 2281 (Exhibit A-11a).

8.5.3 Food

- 8.5.3.1 CONTRACTOR shall ensure that Participant has adequate and nutritious food, including, but not limited to, unprocessed meats, fruits, and vegetables.
- 8.5.3.2 Upon placement, CONTRACTOR shall supply Participant a variety of nutritious food and beverages to ensure that the Participant and his/her child(ren), if applicable, can prepare three (3) balanced meals and two (2) snacks per day, in accordance with Title 22, Section 80076, for at least seven (7) calendar days. CONTRACTOR may consult with Participant about food options.
 - 8.5.3.2.1 CONTRACTOR may provide grocery store gift card; however, Participant must be given an opportunity to confirm the balance on the card.
- 8.5.3.3 Following placement, Participant shall be solely responsible for purchasing his/her own food and beverages, using his/her monthly allowance.
- 8.5.3.4 In situations where the Participant does not have sufficient food and/or beverages, CONTRACTOR shall provide supplemental allowance and/or food and beverages as stated above.
- 8.5.3.5 CONTRACTOR shall provide interactive cooking classes to Participants at least monthly.

8.5.4 Responsibility for Utility Costs

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

8.5.5 Communications

- 8.5.5.1 CONTRACTOR shall supply and maintain a minimum of one telephone, and one telephone landline, for each Unit and pay for telephone service, including unlimited nationwide long distance and voicemail (or answering machine).
 - 8.5.5.1.1 Telephone service must be operable at all times.

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

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

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

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

8.5.5.3 CONTRACTOR shall restrict all telephone services, such as the last call return phone feature (*69), 900 calling, and receiving collect calls, where there are additional fees for usage.

8.5.5.4 CONTRACTOR shall provide internet service in each THPP Unit, and ensure that age appropriate filters and firewalls are installed.

8.5.5.5 The THPP Participant is responsible for any costs above the baseline communications service costs.

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

8.5.6 Health Related Services/Emergency Medical Care

8.5.6.1 CONTRACTOR shall ensure that THPP Participants receive all necessary first aid, medical, dental, vision and mental health care, and related services.

8.5.6.2 CONTRACTOR shall ensure that THPP employees responsible for providing direct care and supervision of all Participants receive training in CPR and First Aid, and maintain an age appropriate certification in CPR from persons qualified to provide such training.

8.5.6.3 CONTRACTOR shall ensure that all parenting Participants, including non-custodial parents who have visitation rights,

receive age appropriate First Aid and CPR training from persons qualified to provide such training.

8.5.6.4 CONTRACTOR shall maintain proof of successful completion by THPP staff and parenting Participants of First Aid and CPR training and shall maintain current certification in the personnel records and in the TPRF.

8.5.6.5 CONTRACTOR shall ensure that the THPP Participant's physician has stated in writing that the THPP Participant is able to determine and administer his/her own prescription or nonprescription medication, before allowing THPP Participant to administer his/her own medication(s).

8.5.6.6 CONTRACTOR shall ensure that first aid supplies, in accordance with Title 22, Section 86075 (d)(1), are maintained in each THPP Participant and Staff Residential Unit.

8.5.6.6.1 Supplies shall include at least the following:

- a) Current edition of a first aid manual approved by the American Red Cross, the American Medical Association or a state or federal health agency
- b) Sterile first aid dressings
- c) Bandages or roller bandages
- d) Adhesive tape
- e) Scissors
- f) Tweezers
- g) Thermometers
- h) Antiseptic Solution.

8.5.6.6.2 CONTRACTOR shall inspect supplies on a quarterly basis and replace used or expired items.

8.5.7 Transportation

8.5.7.1 CONTRACTOR shall provide each THPP Participant with sufficient funds to purchase a monthly bus pass to ensure that the Participant has the ability to get to and from his/her educational and employment/vocational locations.

8.5.7.2 CONTRACTOR shall deposit all funds designated for "bus pass" in the Participant's savings account if the Participant receives a monthly bus pass from his/her CSW.

8.5.7.3 CONTRACTOR shall provide Participant a Student Bus Pass application and pay for any application processing and/or photo fees.

8.5.7.4 When transporting Participants, CONTRACTOR shall ensure that the Participant and his/her children are secured in a safety restraint system in accordance with Vehicle Code Sections 27315(e) and 27360(a).

8.5.7.4.1 The CONTRACTOR and staff are prohibited from smoking, or permitting any person from smoking a pipe, cigar, or cigarette containing tobacco or any other plant in a motor vehicle when minor children are present. This applies when the vehicle is moving or at rest.

8.5.8 Participant Money Management

8.5.8.1 Monthly Monetary Allowance

The COUNTY reserves the right to increase and/or decrease allowance amounts and to add or delete allowance categories.

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

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

8.5.8.3 CONTRACTOR shall issue Participant's monthly allowance in two installments by the 2nd and 17th of each month.

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

8.5.8.3.2 CONTRACTOR shall issue each Participant's allowance directly to Participant. If CONTRACTOR uses pre-paid debit cards, they shall not have any fees charged to the Participant or depreciate in value due to non-use. The Participant shall be afforded the opportunity to confirm the amount on the card prior to signing the allowance receipt.

- 8.5.8.4 CONTRACTOR shall provide and issue a minimum monthly monetary allowance in the amount of **\$660.00** to each Participant for (1) food - \$150, (2) laundry/dry-cleaning - \$30, (3) toiletries - \$15 (4) clothing - \$100, (5) cleaning supplies - \$15, (6) bus pass/transportation - \$30, (7) recreation - \$50, (8) savings - \$240 and (9) miscellaneous items - \$30. CONTRACTOR has the discretion to round-up, but may not round-down the allowance amount.
- 8.5.8.5 CONTRACTOR may allow Participants who have been in its program for six (6) or more months to determine his/her own allowance amounts for each category. Savings amount may only be increased and may not be decreased.
- 8.5.8.6 CONTRACTOR shall prorate the monthly monetary allowances for Participants served less than a full month. The pro rata payment will be calculated by multiplying the monthly allowance by a fraction, where the number of days the Participant was actually served is the numerator and the number of days in the month is the denominator.
- 8.5.8.7 Each Participant's allowance will begin to accumulate from date of entry. CONTRACTOR shall maintain sufficient documentation to support the formula used to allocate monthly allowance for each Participant, such as recording dates of entry and exit.
- 8.5.8.8 CONTRACTOR shall not require Participant to use his/her allowance to purchase or pay for items that CONTRACTOR is responsible to provide except for any costs as described in Subsection 8.5.12.

8.5.9 Participant Savings Held by Contractor

- 8.5.9.1 CONTRACTOR shall automatically retain at least \$240 dollars per month from the Participant's allowance, and save the funds in an interest bearing savings account.
- 8.5.9.2 Unless there are extenuating circumstances, these funds will only be available upon Participant's exit from THPP.
- 8.5.9.3 CONTRACTOR shall record the savings amount on the Participant Savings Ledger (Exhibit A-14)
- 8.5.9.4 If Participant decides to save money (in addition to the \$240) from his/her allowance (or another source), CONTRACTOR may save the funds in an agency account where interest accrues monthly.

However, CONTRACTOR shall encourage Participant to save the additional money in his/her personal savings account.

8.5.9.5 CONTRACTOR must provide a THPP Participant Savings Ledger (Exhibit A-14) to CPM, the Participant, and CSW by the last day of the following month.

8.5.9.6 If CONTRACTOR's program offers savings in addition to what the Participant decides to save from his/her allowance, these funds may be included on the Savings Ledger with a deposit/withdrawal notation of "agency savings."

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

8.5.9.7.1 CONTRACTOR shall make every effort to provide the Participant all of his/her savings upon exit. If this is not possible, CONTRACTOR shall provide at least 25% of savings within three (3) business days of Participants exit, and the remaining amount (minus any deductions) as soon as possible, but no more than 21 business days after exit.

8.5.10 Participant Monthly Budget

8.5.10.1 CONTRACTOR shall work with Participant to develop and revise, as needed, a bi-annual budget that will help Participant determine how much income is required for him/her to live on his/her own upon program completion.

8.5.10.2 CONTRACTOR shall work with Participants (see Subsection 8.5.8.5) to develop and revise, as needed, a monthly budget that will help Participant determine how much of his/her allowance to allocate for each category.

8.5.10.3 CONTRACTOR shall review and discuss Participant's budget and the importance of saving money with Participant at minimum once a month.

8.5.11 Infant/Child Supplement Funds

Parenting Participants, regardless of the age and dependency status of his/her child, may be eligible for a monthly infant/child supplement payment (for each child).

CONTRACTOR, in conjunction with life skills training, may provide a portion of the infant/child supplement to Participant.

8.5.12 Fines

8.5.12.1 CONTRACTOR may charge the Participant up to \$200 per month for refundable or non-refundable fines. Payment of fines must be agreed to by the Participant. All fines must be recorded on the Monthly Fines Log (Exhibit A-12) and shall be cumulative until all fines are paid.

8.5.12.1.1 Refundable fines are funds returned to the Participant after discharge from the program. Fines for missed life skills training are refundable.

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

8.5.12.3 Non-refundable fines cannot be paid from the Participant's allowance.

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

8.5.12.3.2 CONTRACTOR may only fine Participants who have received life skills training on energy conservation, and budgeting for telephone, internet and utility services at least two months prior to their incurring any excessive costs.

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

8.5.12.3.3.1 CONTRACTOR may fine Participant \$25 per each life skills training class missed.

8.5.12.4 CONTRACTOR shall submit the Monthly Fines Log to CPM whenever the Participant has an unpaid balance. In instances

where the fine balance is ongoing, the log should be cumulative and reflect payments and additional fines, as applicable.

8.5.12.5 Upon final payment of outstanding fines, CONTRACTOR shall submit the Monthly Fines Log indicating a zero balance to Participant, CSW, and CPM.

8.5.12.6 Fines charged to the THPP Participant, if any, shall also be recorded on the Monthly Allowance Receipt and shall include a description of each finable offense, the amount of each fine and if the fine is refundable or non-refundable.

8.5.13 Recreation

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

8.5.13.2 CONTRACTOR shall arrange at least monthly activities that will allow the Participant to have normal age-appropriate experiences. Activities may include free and/or affordable community resources and cultural events, such as museums, parks, libraries, beaches, etc., and/or outings to movies, plays, concerts, sporting events, etc.

8.5.13.2.1 CONTRACTOR shall provide transportation and incur all expenses, including ticket costs, related to its scheduled outings.

8.5.13.2.2 CONTRACTOR shall notify Participant of all recreational activities arranged by its agency.

8.5.14 Housing

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

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

8.5.15 Dating

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

- 8.5.15.1 CONTRACTOR shall discuss with Participants the potential challenges of dating other program Participants and/or friends of program Participants.

8.5.16 Pregnancy and Parenting

- 8.5.16.1 CONTRACTOR shall not terminate Participants based on being pregnant and/or parenting.
- 8.5.16.2 CONTRACTOR shall make all reasonable efforts to retain pregnant and/or parenting Participants in the THPP.
- 8.5.16.3 Expectant and parenting Participants shall be provided services that are specifically targeted at supporting, maintaining, and developing both the parent-child bond and the Participant's ability to provide a permanent and safe home for their child(ren).
- 8.5.16.4 Participants have the right to make their own decisions regarding family planning and child rearing options.
- 8.5.16.5 CONTRACTOR shall not impose personal opinions, values or biases regarding family planning and child rearing options upon Participants.
- 8.5.16.6 CONTRACTOR may use DCFS' Procedural Guide 0600-507.10, *Foster Youth Reproductive Health and Pregnancy* (Exhibit A-37) and *Casey Pregnant and Parenting Assessments* (Exhibit A-38) as guides when working with expectant and/or parenting Participants.
- 8.5.16.7 CONTRACTOR shall ensure that the Participant parent provides care and supervision for the child(ren).
- 8.5.16.7.1 CONTRACTOR shall assist the Participant with obtaining basic needs for his/her child(ren), if the infant supplement is insufficient.
- 8.5.16.8 CONTRACTOR shall provide parenting training to all Participants who are parents.
- 8.5.16.9 CONTRACTOR shall provide and install all safety items to childproof the units for all parenting Participants.
- 8.5.16.10 CONTRACTOR shall encourage, support and allow the non-custodial parent to visit (as appropriate) with his/her child(ren) in

his/her THPP Unit without an adult being present (as appropriate) as long as doing so does not violate court visitation orders.

8.5.16.11 Prior to placement, CONTRACTOR shall make necessary specific provisions, including, but not limited to, alterations to the building and grounds as required to provide protection and assistance and maximize the Participant's potential for self-sufficiency when a Participant and/or Participant's child(ren) is disabled.

8.5.16.12 CONTRACTOR shall provide a new, safe and sturdy bassinet, crib or toddler bed for the Participant's child(ren).

8.5.16.12.1 Crib mattresses shall be clean, comfortable and fit properly in the crib.

8.5.16.12.2 Tiered or stacked cribs and daybeds are not permitted.

8.5.16.12.3 Crib slats shall not pose the danger of an infant/child being trapped and an appropriate bed shall be provided for infants who can climb out of the crib.

8.5.16.12.4 Non-custodial parents shall be responsible for providing the bassinet, crib, or bed if they request for their child(ren)'s overnight visits.

8.6 Participant Required Training

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

8.6.2 CONTRACTOR shall offer its life skills training sessions at times that are convenient to at least 51% of the Participants placed in its program, and at locations where the Participant can get to and from in one (1) hour or less round-trip, via public transportation. Ideally, the CONTRACTOR shall offer them in the morning, afternoon, evening, and on weekends, at least three (3) times per week.

- 8.6.3 CONTRACTOR shall maintain legible case notes that contain information about trainings provided to the Participant, dates of trainings, training subjects and Participant's progress in subject area.
- 8.6.4 CONTRACTOR shall develop a Training Curriculum designed to provide THPP Participant with "hands-on" experience in managing checking/savings accounts, budgeting time and money, and making timely payments of financial obligations.
- 8.6.4.1 CONTRACTOR shall provide Training Curriculum to CPM for review no later than 30 business days after contract execution.
- 8.6.4.2 CONTRACTOR shall provide each Participant a copy of the monthly utility bills associated with their Unit, and use the copies as a training tool to enhance the Participant's understanding of what will be expected of them upon transition from foster care, and to understand the importance and benefits of energy conservation.
- 8.6.4.2.1 Under no circumstances are Participants expected to pay for utilities, except for costs above the established baseline amounts as indicated in Subsection 8.5.12.
- 8.6.4.3 CONTRACTOR shall provide and encourage Participant to attend not less than a 60-minute training session on any four subjects described in this Section each month for a minimum of 240 minutes of training conducted each month. Contractor shall provide these sessions during a convenient time and location, which does not conflict with THPP Participant participating in other activities, such as employment, education, or job skill training.
- 8.6.4.3.1 Participants may make up missed life skills sessions the following month. CONTRACTOR shall clearly document this in Participant's TPRF
- 8.6.4.4 All aspects of any one subject need not be covered in a single training.
- 8.6.4.4.1 CONTRACTOR may reduce the Participant's allowance up to \$25 per life skills session missed during the month in accordance with Section 8.5.12. All monies deducted are refundable and must be added to the Participant's agency savings account.

- 8.6.4.5 All training shall be documented on the Participant Monthly Survey (Exhibit A-21), and provided to the Participant, CPM, and CSW by the last day of the following month.
- 8.6.5 Training sessions shall be rotated so that all subjects are covered in any 12-month period.
 - 8.6.5.1 Training curricula/lesson plans must be in writing, must be standardized for all Participants, and must be available for audit and inspection by the COUNTY upon request.
 - 8.6.5.2 The training shall be developed in collaboration with the Participant and may be provided in individual or group settings.
 - 8.6.5.3 The training conducted may be verbal and shall be conducted by Social Work staff, and/or knowledgeable members in the community, such as but not limited to local legal aid organizations, Housing Authority, or financial institution staff, as appropriate to the subject matter.
 - 8.6.5.4 Life skills training does not fulfill the requirement for CONTRACTOR's Social Worker to meet with Participant as least monthly to provide case management services to Participant.
- 8.6.6 CONTRACTOR shall provide each THPP Participant written instructions/information for each training session, which shall also include "hands-on", practical training (i.e. opening a bank account), as appropriate.
- 8.6.7 CONTRACTOR shall offer additional monthly training/support for Participants that are deficient in any areas identified by the CSW, CPM and/or THPP Participant.
- 8.6.8 Additional training shall be focused on the Participant's identified areas of need. Documentation on the training received shall be filed in the TPRF.
- 8.6.9 CONTRACTOR shall discuss the advantages and disadvantages of various storage methods and work with Participant to determine his/her preferred method of receiving and storing written training materials and information.
 - 8.6.9.1 CONTRACTOR shall offer the option of a 5-inch, 3-ring binder with tab dividers to categorize written training instructions/information, and provide binder to each Participant who requests one.
- 8.6.10 CONTRACTOR must also keep records on who administered the training, credentials (if appropriate), length of training, date of training, and

verification of attendance (attendance roster) and place this information in each TPRF.

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

8.6.12 Money Management/Financial Literacy Skills Training

8.6.12.1 Training shall include, but not be limited to, the following topics: (1) Credit: what it is, how to get it, how to keep it, how to get a credit report, etc.; (2) consumer information; (3) budgeting; (4) entertainment costs; (5) consumer fraud and scams; (6) payday loans, (7) income taxes, including information on the Earned Income Tax Credit (EITC); (8) financing items, loans and computing interest; (9) educational/vocational loans and grants; (10) life/health insurance and retirement funds and information about purchasing U.S. savings bonds; (11) property rental; (12) purchasing property; and (13) purchasing an automobile.

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

8.6.13 Participant Banking

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

8.6.13.2 CONTRACTOR shall cover checking and savings accounts, and assist the Participant in establishing and managing a savings account at an institution of the Participant's choice, which is insured by the Federal Deposit Insurance Corporation (FDIC). If a Participant requests it, CONTRACTOR shall also assist the Participant in establishing a checking account at a FDIC-insured institution of the Participant's choice.

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

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

8.6.14 Maintenance of Personal Items

Training shall include how to launder and replace towels, sheets, blankets, and bedspreads; how to replace, launder, mend, and dry-clean clothing; and how to effectively manage and replace personal care items, such as toothbrush, soap, shampoo, and other items needed for grooming and/or personal hygiene.

8.6.15 Nutrition and Food Management, Storage, and Preparation

8.6.15.1 Training shall include, at minimum, proper nutrition, a balanced diet, shopping for food, handling and preparing food for a nutritious and appetizing meal, health and safety regulations for food storage and preparation, comparison shopping, and using coupons.

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

8.6.16 Unit Upkeep and Maintenance

8.6.16.1 Training shall include information as well as "hands-on" experience on how to properly maintain the Participant's Unit in a safe and clean condition, addressing such tasks as sweeping, mopping, dusting, window cleaning, furniture maintenance, proper maintenance of bathroom and kitchen, and the safe and effective use of various household cleaners and chemicals.

8.6.16.2 Participant shall be required to perform all routine chores of maintaining his/her Unit and will be monitored for compliance by CONTRACTOR.

8.6.17 Emergency Preparedness

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

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

8.6.17.1.2 CONTRACTOR shall also provide this training within seven (7) business days of Participant's placement in its THPP.

8.6.18 Legal Rights and Community Resources

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

8.6.19 Education and Career Development

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

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

8.6.20 Employment

8.6.20.1 CONTRACTOR shall provide THPP Participant with the skills and experiences to enable him/her to obtain and maintain employment.

8.6.20.2 CONTRACTOR shall provide training, information, and experiences related to all aspects of employment, and assist

each Participant to register at the Workforce Investment Act Centers, One Stop Centers or CalJobs or any department sponsored employment initiatives or programs.

- 8.6.20.3 Training shall include but not be limited to the following: job search methods; interview techniques; dressing for an interview; job retention strategies, time management, prioritizing responsibilities; information on various jobs, their descriptions and requirements; career assessments, and information on services available at the local One-Stop Career Center (One-Stop) and CalJobs.
- 8.6.20.4 Hands-on training shall include, but not be limited to the following: completing a master application; writing/updating a resume; writing a cover letter, participating in mock interviews, and researching a career/vocation that interests Participant; and visiting the local One-Stop or Work Source Center.
- 8.6.20.5 CONTRACTOR shall assist Participant in finding part-time employment (with CSW's consent), volunteer opportunities, internships, or apprentice programs.
- 8.6.20.6 CONTRACTOR shall encourage Participant to contact the DCFS Employment Coordinator at (213) 351-0100 when seeking employment.

8.6.21 Transportation, Vehicle Maintenance and Travel

Training shall include exploring private and public transportation systems and alternatives. Training topics shall include, but are not limited to: (1) obtaining bus tokens, passes, routing discounts; (2) obtaining a driver's license; (3) purchasing and maintaining new and used vehicles; (4) obtaining vehicle registration/tags and licenses; (5) purchasing vehicle insurance; (6) selling a car; (7) using light rail, subway, and bus systems throughout Los Angeles County, and (8) how to travel domestically and internationally.

8.6.22 Medical and Dental Care Training

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

8.6.22.1 Health Insurance

How to obtain, use and reactive Medi-Cal, select health insurance plans offered through employment or public assistance, and

obtain affordable health insurance after transition from care, including information about extended Medi-Cal benefits up to age 26.

8.6.22.2 Routine Medical Care

How to access medical care to meet Participant's needs, including identifying a California Children's Health and Disability Prevention (CHDP) program provider/doctor, or a doctor who provides CHDP equivalent exams and follow through.

8.6.22.3 Emergency Medical Care

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

8.6.22.3.1 Additionally, Participants with child(ren) residing in the Unit shall receive training in First Aid and age appropriate CPR from persons qualified to provide such training. Proof of successful training and current certification shall be maintained in the TPRF.

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

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

8.6.22.4 Dental Care/Oral Hygiene Training

Training shall include proper dental and orthodontia care, oral hygiene, how to find a dentist or orthodontist, and how to contact a dentist or orthodontist for routine or emergency dental or orthodontia care.

8.6.22.5 Vision

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

8.6.22.6 Mental Health

Training shall include understanding mental health concerns, available treatments (e.g., counseling, medication, etc.), how to find a mental health practitioner, and how to contact a mental health provider for routine or emergency care. Also, understanding the role of psychotropic medications, including how to advocate for, reduce, or change a prescription; the

importance of taking them as prescribed; and the proper way to stop taking them.

8.6.22.7 Drug and Alcohol Abuse Awareness and Prevention

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

8.6.22.8 Safe Sex and Reproductive Health

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

8.6.22.9 Minor Health Problems Training

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

8.6.23 Socialization Skills, Interpersonal Relationships, and Self-Esteem

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

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

8.6.24 Permanent Adult Connection

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

8.6.25 Goal Setting Training

CONTRACTOR shall introduce Participant to the S.M.A.R.T. (Specific, Measureable, Achievable, Realistic and Time-based, or a similar) goal setting method. Training shall focus on goal setting and developing objectives to achieve goals that are appropriate to the developmental level of the Participant. Participant shall be encouraged to set goals, such as educational, employment/career, health, housing, saving, personal, social, etc.

8.6.26 Time Management

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

8.6.27 Housing

Training shall include, but not be limited to the following: (1) how to complete a rental application, (2) the importance of good credit, (3) how and when to contact the Los Angeles Housing Authority, (4) Section 8 and low-income housing, (5) areas with rent control, (6) how to be a good tenant, (7) tenant rights, (8) local and Federal programs and subsidies to purchase housing, (9) homeless assistance and programs, (10) THPP-NMD and other transitional housing, (11) SILP, and (12) selecting roommates.

8.6.28 Therapeutic or Emotional Support Pets and Service Animals

Training shall include the types of pets or animals that are commonly used for support or service, and how to properly care for them.

CONTRACTOR shall allow Participant to have therapeutic or emotional support pets (TESP) and service animals (SA) in accordance with Americans with Disabilities (ADA) guidelines.

8.6.28.1 CONTRACTOR shall develop guidelines that clearly explain its expectations regarding the treatment and caring for TESP or SA and the consequences for not properly caring for the TESP or SA. CONTRACTOR shall provide the guidelines to CPM within 30 days of the contract start date.

9.0 REPORTING REQUIREMENTS

9.1 COUNTY reserves the right to change, modify, alter, revise, eliminate, and create any and all reports at any time during the contract. Further, though some reports are not required on a monthly basis, COUNTY reserves the right to change,

modify, alter, revise, eliminate, and/or create new submission guidelines and due date conditions at any time during the contract.

- 9.2 CONTRACTOR may submit its internal documents to CPM for approval to use, as long as all of the elements in the COUNTY reports and documents are included, and the page layout (portrait or landscape), formatting, and sequencing is similar to the COUNTY templates.
- 9.3 CONTRACTOR shall collate Participant reports prior to submitting them. All reports and documents, except those pertaining to entry and exit, are due by the last day of the following month, unless otherwise noted.
- 9.4 CONTRACTOR shall plan accordingly to ensure that CPM receives reports and documents by their designated due date. The reports shall be mailed or delivered to the CPM, or may be submitted at the THPP Providers meeting, if there is a meeting during the same month the reports are due.
- 9.5 Periodically, CPM or designee may request a document via email or fax and CONTRACTOR shall comply accordingly.
- 9.6 All submitted documents must have the appropriate signatures (i.e., Participant, agency staff, etc.), and incomplete documents (e.g., missing pages, signatures, and/or information) will not be accepted. Additionally, all reports and documents completed by agency staff shall be typed.
- 9.7 Each Participant must have individual reports, including monthly allowance receipts, fines logs, and savings ledgers. Additionally, the savings ledgers must reflect the deposit for the reporting month, and the deposits and interest earned for each preceding month.
 - 9.7.1 CONTRACTOR's assigned Social Worker (case manager) shall prepare and sign all Participant documents and reports.
 - 9.7.2 The CPD or Social Work Supervisor **and** the Participant shall sign all reports. The signatures shall be deemed certification that all information and description of services provided is true, accurate, and complete for the individual Participant.
- 9.8 CONTRACTOR shall provide a copy of each Participant report, and other documents to Participant, and his/her CSW, by the last day of the following month.
- 9.9 CONTRACTOR shall maintain documentation in each TPRF or agency files to confirm that reports/documents have been submitted to CPM, Participant, and CSW as required.

9.10 Progress Reports for Participants

The following reports shall be prepared using the Progress Report Guidelines (Exhibit A-19).

9.10.1 Initial Report

CONTRACTOR shall complete an Initial Report (Exhibit A-20) for each Participant in its care. The report must be submitted to the CPM, Participant, and CSW no later than 45 business days from initial placement.

9.10.2 Updated Report

CONTRACTOR shall complete an Updated Report (Exhibit A-20) for each Participant in its care at the request of the CSW during any given month. The report shall be completed and submitted to the CPM, Participant, and CSW within five (5) business days of the request.

9.10.3 Quarterly Report

CONTRACTOR shall complete a Quarterly Report (Exhibit A-20) during each reporting month (January, April, July and October) on each Participant who has been in its care at least 45 business days or more, and submits it to CPM, Participant, and his/her CSW by the last day of the following month.

The January report shall cover Participant's progress from October through December; the April report shall cover Participant's progress from January through March; the July report shall cover Participant's progress from April through June; and the October report shall cover Participant's progress from July through September.

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

9.10.3.2 CONTRACTOR is required to submit Participants' initial Quarterly Report to CPM.

9.10.3.3 CONTRACTOR is not required to complete Quarterly Reports for Participants 17.5 or older.

9.10.4 Transition Report

9.10.4.1 For Participants 17.5 and older, the CONTRACTOR shall complete and submit a Transition Report (Exhibit A-20) that describes the Participant's progress towards transitioning, and efforts made by CONTRACTOR each month to assist the Participant with transitioning from the THPP.

9.10.4.1.1 CONTRACTOR shall also convene a transition meeting with Participant, CSW, CPM, and other relevant parties when Participant is between 17 and 17.4 years old.

9.10.5 Termination Report

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

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

9.10.5.2 The termination report shall be strength-based, accurately reflecting Participant's successful and challenging progress, and submitted within 30 business days from the date the Participant's placement was terminated.

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

9.10.5.4 The termination report shall also include the length of time the Participant was in the program, name and relationship of Permanent Adult Connection, final savings amount, copies of any certificates or diplomas earned by Participant, and his/her exit destination.

9.10.5.5 CONTRACTOR shall attach copies of the Participant's final Savings Ledger, Fines Log, if applicable, all savings disbursement check(s) with Participant's signature, and Exit Assessment to the Termination Report.

9.10.6 Needs and Services Plan

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

9.10.7 Monthly Survey for Each Participant

CONTRACTOR shall submit the Participant Monthly Survey (Exhibit A-21) completed by each Participant documenting the training s/he received during the reporting month. In the event that the COUNTY automates this survey, CONTRACTOR shall ensure that Participants have online access to complete it.

9.10.8 Special Incident Reports

- 9.10.8.1 CONTRACTOR shall submit a Special Incident Report (SIR) (via iTrack) to the CPM, CSW, CCL, and law enforcement on an as-needed basis.
- 9.10.8.2 CONTRACTOR shall submit the SIR on the same day if the incident occurs before 5:00 p.m., and by 9:00 a.m. the following day if the incident occurs after 5:00 p.m.
- 9.10.8.3 CONTRACTOR shall submit an addendum to SIR, updating status of Participant, and the agency's plan to assist Participant with reported incidents. This addendum shall be completed as

soon as possible and within seven (7) business days of the initial SIR.

9.10.8.4 The SIR should be succinct, objective, and factual. SIRs are not case or therapy notes and should focus on: what happened, who was involved, how are the involved parties doing and what action the CONTRACTOR took. Addendums should focus on providing updates on any pending actions reported on the SIR.

9.10.8.5 The reportable incidents shall include, but are not limited to, the following:

- a. Death of a Participant.
- b. Any suspected physical, sexual, or emotional abuse of a Participant.
- c. Any injury to or illness of a Participant that requires emergency medical treatment or hospitalization.
- d. Any unusual incident that involves a Participant and threatens the physical or emotional health or safety of the Participant or anyone in the THPP Unit.
- e. Unauthorized absence lasting more than 24 hours (AWOL).
- f. Poisonings, which shall also be reported immediately to the local fire authority. In areas not having organized fire services, a report shall be made to the State Fire Marshal within 24 hours after the event occurs.
- g. Fires or explosions which occur in or on the premises.
- h. Significant changes in facility status or organization, e.g., change in Board of Directors, deaths of CONTRACTOR personnel, legal actions against CONTRACTOR, etc., and
- i. Significant incidents that involve the community near the THPP administrative, sub-administrative, or residential units, and may have serious impact on the Participants.
- j. Violations of any licensing regulation by the service provider.

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

9.11 Agency Reports

9.11.1 Weekly Occupancy Report

CONTRACTOR shall email its occupancy numbers to thpp@dcfs.lacounty.gov by close of business every Friday.

9.11.2 Agency Monthly Report

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

9.11.2.1 The report shall be emailed in Excel to thpp@dcfs.lacounty.gov.

9.11.3 Monthly Census Report

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

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

9.11.4 Annual Report

CONTRACTOR shall complete a Participant Annual Report (Exhibit A-26) describing services provided to Participants in its care during the prior calendar year.

9.11.4.1 The report shall be emailed in Excel to thpp@dcfs.lacounty.gov by March 1st of each year.

10.0 PARTICIPANT RECORDKEEPING AND MONITORING

- 10.1 CONTRACTOR shall monitor and document in TPRF Participant's progress while in THPP. Nothing in this SOW shall be construed to relieve the CONTRACTOR of maintaining supervision over each Participant and monitoring their activities to guide them toward responsible adulthood. Some of the specific types of monitoring shall include, but not be limited to, the following:

10.2 Recordkeeping

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

10.2.1 THPP Participant Record Folder (TPRF)

- 10.2.1.1 CONTRACTOR shall maintain an accurate, complete, and up-to-date TPRF on each THPP Participant as required by Title 22, Section 86070, and COUNTY requirements as described herein. In addition, Form 4389, Declaration in Support of Access to Juvenile Court Records (Exhibit A-3), must be completed by the CONTRACTOR. These records shall be available for review by the COUNTY at all times.
- 10.2.1.2 The TPRF shall include, but not be limited to, all documents and reports, pertaining to the THPP Participant and his/her child(ren).
- 10.2.1.3 All records shall be in sufficient detail to permit the COUNTY to conduct an evaluation of the services provided
- 10.2.1.4 The TPRF shall be confidential, kept in a locked file, and made available only to selected CONTRACTOR staff that may require it for case planning.
- 10.2.1.5 CONTRACTOR shall follow the procedures in Release of DCFS Case Records to Service Providers (Exhibit A-7) and exercise discretion when discussing information in a TPRF. The information released to non-treatment staff shall be limited and focused on the Participant's case planning and facilitation of their progress.
- 10.2.1.6 When a Participant permanently leaves the THPP placement, CONTRACTOR shall give any original and photocopied records that belong to a Participant to the Participant or to the CSW.

10.3 Monitoring

10.3.1 Monitoring of Monthly Allowance

- 10.3.1.1 CONTRACTOR shall require Participants to provide receipts for food, clothing and personal need items purchased with their

allowance. Receipts shall be attached to the Monthly Allowance Receipt.

- 10.3.1.2 CONTRACTOR shall review and sign receipts each month. If a Participant fails to provide receipts and/or purchases disallowed items, CONTRACTOR shall follow the progressive discipline procedures delineated in Subsection 10.5.2.

10.3.2 Monitoring of Participant Clothing and Personal Items

CONTRACTOR shall assist Participant in safeguarding his/her personal items. In instances where Participant is AWOL, on vacation, or incarcerated, CONTRACTOR is responsible for safeguarding his/her personal items.

- 10.3.2.1 CONTRACTOR shall monitor at least quarterly, using the Participant Inventory form to ensure that the Participant has adequate and seasonally appropriate clothing.
- 10.3.2.2 CONTRACTOR shall coach and train each THPP Participant to have at least three outfits suitable for employment before transitioning from the THPP program. CONTRACTOR shall assist Participant, in budgeting and purchasing the three required outfits using his/her THPP monthly clothing allowance.
- 10.3.2.3 When a Participant has his/her child(ren) placed with them, CONTRACTOR shall also be responsible for monitoring Participant's child(ren)'s clothing.
- 10.3.2.4 CONTRACTOR shall monitor at least quarterly, using the Participant Inventory form, and use his/her allowance to purchase/replace personal care and hygiene items, laundry and cleaning supplies, and linen items such as towels, sheets, blankets, and bedspreads, when they are worn, torn, or frayed beyond repair.
- 10.3.2.5 When Participant is placed with his/her child(ren), CONTRACTOR is responsible for monitoring personal care/hygiene and first aid items required for the care of the child(ren).

10.3.3 Monitoring of Participant's Food Management

- 10.3.3.1 CONTRACTOR shall provide a written plan to the CPM, within 30 calendar days of Contract start, describing how the availability of food will be monitored for each Participant, how each

Participant's (and child's, if applicable) dietary needs, including any special needs are met.

- 10.3.3.2 The Contractor's plan shall include a remedy to supply food to the Participant should he/she have no food left during the month.

10.3.4 Monitoring of Unit Furniture Condition

- 10.3.4.1 CONTRACTOR shall use the Furniture Inventory Form (Exhibit A-9) to monitor the condition of the furniture in each Unit on a quarterly basis as well as when any THPP Participant enters or leaves the program and/or Unit.
- 10.3.4.2 The Furniture Inventory Form (Exhibit A-9), shall list each item of furniture in the Unit, the condition of each item based upon a physical and visual inspection, and a determination as to whether each item requires replacement or repair.
- 10.3.4.3 Copies of the Furniture Inventory Form (Exhibit A-9) shall be signed and dated by the CONTRACTOR and Participant, and shall be filed in the TPRF following each quarterly review and/or entry/exit of a THPP Participant.

10.3.5 Monitoring of Participant's Communications Costs

- 10.3.5.1 CONTRACTOR is responsible for supplying internet service and maintaining telephone service with unlimited nationwide long distance. These services shall be in the name of the CONTRACTOR and not the Participant.
- 10.3.5.2 CONTRACTOR's internet service should have enough data and speed to allow Participant to complete educational and employment activities.
- 10.3.5.3 THPP Participant shall only be responsible for costs beyond the established baseline charges.
- 10.3.5.4 CONTRACTOR shall submit a written plan to the CPM, within 30 calendar days of Contract start, describing how it will monitor Participant's telephone and internet usage, and payment of Participant's bills.
- 10.3.5.5 If a Participant's portion of the communications package is more than the maximum fine amount of \$200 per month, a payment plan shall be made for the Participant to reimburse the CONTRACTOR.

- 10.3.5.6 THPP Participants shall receive a copy of the monthly bill identifying the charges s/he is responsible for prior to remitting payment.

10.3.6 Monitoring of Participant Chores Related to Unit Upkeep

- 10.3.6.1 CONTRACTOR shall maintain and post in the THPP Participant's Unit the Monthly Routine Chores Log (Exhibit A-16) describing chores required for each Participant. It shall be completed at the initial placement, and monthly thereafter.
- 10.3.6.2 CONTRACTOR shall monitor completion of chores based on the log. In the event that a Participant has one or more roommate(s), CONTRACTOR shall develop a plan for monthly rotation of chores between/among roommates.

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

- 10.3.7.1 CONTRACTOR shall ensure that Juvenile Court authorization is obtained from the CSW utilizing the Participant's Medication Log (Exhibit A-17) and Medication Dispensing Log (Exhibit A-18) forms, each time medication is changed and every six months the Participant continues on the medication(s).
- 10.3.7.2 CONTRACTOR shall not permit the use of psychotropic medication(s)/drug(s) by the Participant without obtaining authorization form.
- 10.3.7.3 CONTRACTOR shall support and encourage Participant's taking of prescribed medications.
- 10.3.7.4 The CONTRACTOR shall maintain a Medical Record Folder for each THPP Participant. The folder shall include, but is not limited to, Medication Dispensing Log (Exhibit A-18), copies of all Participants' medical information, record(s) of medication(s) the THPP Participant has received, and Participant's Medication Log (Exhibit A-17) for all medications prescribed.
- 10.3.7.5 When Participant is placed with his/her child(ren), CONTRACTOR is responsible for ensuring that the child(ren) receive timely immunizations, and medical and dental care.

10.3.8 Monitoring of Participant's Educational Progress

- 10.3.8.1 CONTRACTOR shall contact each THPP Participant's school counselor at least monthly to discuss the Participant's current high school credits and achievement level.

10.3.8.2 CONTRACTOR shall request assistance from Participant's school teachers in providing appropriate homework and education enrichment activities to assist the Participant in completion of high school requirements and in post-secondary education planning.

10.3.8.2.1 Educational activities encompass a variety of areas related to the individual needs of the Participant and should build on the Participant's strengths. Some activities may relate to completion of homework, leadership training, volunteering in the community, participating in school-based organizations/unions/clubs, improvement in school achievement, improvement in school attendance/behavior, etc.

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

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

10.3.8.2.4 CONTRACTOR shall encourage each THPP Participant to spend at least two hours each day including weekends, if necessary, to complete homework assigned by the Participant's school. CONTRACTOR shall assist the Participant on how to use and maintain a Daily Education Log (Exhibit A-15) to indicate how much time he/she spends towards meeting his/her educational goals.

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

10.3.8.2.6 CONTRACTOR shall provide the above assistance to Participants who are experiencing academic challenges/difficulties and to Participants who are

attending postsecondary institutions, if Participant requests assistance.

10.4 Placement Stabilization

The CONTRACTOR shall not subject THPP Participants to physical or unusual punishment, humiliation, or emotional or mental abuse.

10.5 Discharge and Removal of a Participant

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

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

10.5.2.1 CONTRACTOR shall convene **case conferences** with Participant, agency staff, and CSW/DPO to discuss concerns regarding the Participant's progress in the program and to inform Participant that s/he is at risk of being discharged.

10.5.2.2 CONTRACTOR shall convene **staffing meetings** with agency staff and CPM or designee to discuss concerns regarding the Participant's progress in the program and to discuss options to help Participant remain in the program.

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

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

10.5.2.3.2 CONTRACTOR shall convene another stabilization meeting to discuss new issues, or to develop a transition plan if the stabilization plan has expired and Participant remains non-compliant.

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

- 10.5.3.1 If a Participant is removed under emergency circumstances, CONTRACTOR shall follow the procedures in Subsection 8.4.3 and inform the Participant, CSW, CPM or designee, and CCL that the Participant shall be or has been removed from the THPP.
- 10.5.4 CONTRACTOR shall document in the TPRF any verbal conversations with the Participant's CSW, including the date, time, CSW name(s), and a detailed summary of the problem. If the situation can be resolved without an emergent discharge, the CONTRACTOR shall schedule a stabilization meeting.
- 10.5.5 The CONTRACTOR shall notify the CPM or designee, CSW, and THPP Participant at least 72 business hours in advance to participate in the meeting. The COUNTY and CONTRACTOR shall agree on the outcome or resolution to the problem.
- 10.5.6 CONTRACTOR shall submit a written follow-up of the agreed upon outcome to the Participant, CSW, and CPM or designee within seven (7) business days after resolution of the situation.
- 10.5.7 If the CONTRACTOR determines that the situation cannot be resolved or that the THPP Participant cannot be stabilized, CONTRACTOR shall contact CPM or designee explaining efforts made to stabilize Participant to prevent loss of placement.
- 10.5.7.1 If CPM or designee agrees that the situation cannot be resolved, CONTRACTOR shall provide a seven (7) calendar day written notice to the Participant, CSW, CCL, and CPM or designee, stating the Participant must be removed from the premises before the seven (7) calendars days have expired.
- 10.5.7.1.1 The notification shall state the reason for discharge, with specific facts about any circumstance or event that resulted in the pending discharge of the Participant.
- 10.5.7.1.2 CONTRACTOR shall verbally inform Participant of his/her right to file a grievance in accordance with CONTRACTORS Grievance Policy as specified in its THPP Plan of Operation. Additionally, CONTRACTOR shall attach a copy of the Grievance Policy, including any necessary forms to Participant's copy of the seven (7) calendar day notice.
- 10.5.7.1.3 CONTRACTOR shall verbally inform Participant of his/her right to file a grievance, and provide Participant with The Extended Foster Care Grievance Review Process for Non-Minor Dependents (Exhibit A-22).

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

10.5.8 CONTRACTOR shall contact the Child Protection Hotline at (800) 540-4000 if CONTRACTOR determines that a removal must occur after normal working hours (8:00 A.M. to 5:00 P.M. Monday through Friday) or on COUNTY holidays.

10.5.9 CONTRACTOR shall also immediately notify the CPM or designee, and CSW when Participant needs to be removed after hours and/or on COUNTY observed holidays.

10.5.9.1 The CPM or designee will provide the CONTRACTOR a list of holidays observed by COUNTY upon start of this Contract.

10.6 If a Participant becomes incarcerated while placed in the program, CONTRACTOR shall notify CSW and CPM or designee immediately. Further, should Participant remain incarcerated beyond the arraignment hearing, CONTRACTOR shall consult with CPM or designee regarding terminating Participant from program.

10.7 CONTRACTOR shall secure, inventory, pack and store all personal belongings left behind by any Participant who is incarcerated beyond the arraignment hearing, or has exited its program. CONTRACTOR and CSW shall work together to ensure that Participant's belongings are provided to CSW within 10 business days of Participants extended incarceration or exit.

11.0 PARTICIPANTS PERFORMANCE EVALUATION AND ASSESSMENTS

11.1 Entry Assessment

Upon placement of a Participant, CONTRACTOR shall ensure that each THPP Participant completes an Entry Assessment (Exhibit A-29). CONTRACTOR shall file completed Entry Assessment in the TPRF and attach a copy to the initial progress report.

11.2 Casey Life Skills Assessment

Contractor shall ensure that each THPP Participant takes the Casey Life Skills Assessment (Exhibit A-30), or other COUNTY approved assessment, within 45 business days of admission and annually within 45 business days of Participant's entry date anniversary thereafter to measure the Participant's progress in the THPP program.

11.2.1 CONTRACTOR shall have the Participant complete the assessment online at (<http://lifeskills.casey.org/>) and incorporate the assessment results into the Participant's goals and training.

11.2.2 CONTRACTOR shall attach Participant's initial automated Casey Life Skills Assessment report to Initial Report, and provide annual reassessment to CPM within 45 business days of entry date anniversary.

11.3 Exit Assessment

11.3.1 CONTRACTOR shall ensure that each THPP Participant, when exiting the THPP program, completes an Exit Assessment (Exhibit A-31).

11.3.2 CONTRACTOR shall attach Exit Assessment to Participant's Termination Report.

11.4 Aftercare Follow-up and Tracking

11.4.1 CONTRACTOR shall provide Aftercare/Follow-up services to all Participants served in its program for 90 days or more. However, if a Participant exits to another housing program and continues to reside there at the initial 90-day aftercare contact, no Aftercare/Follow-up is required of the provider.

11.4.2 Initial contact should be made between 60 and 90 days of Participant exiting the program.

11.4.3 If Participant no longer resides in the housing program, CONTRACTOR shall continue providing aftercare follow up tracking and services as required.

11.4.4 CONTRACTOR shall have a plan to track and maintain contact with THPP Participants for two years following the Participant's exit of the THPP.

11.4.5 CONTRACTOR shall submit its Aftercare Follow-Up Plan to CPM within 30 calendar days of the start of this Contract.

11.4.6 CONTRACTOR shall utilize the Aftercare Contact Form (Exhibit A-36) to track and thoroughly document contact with the former THPP Participant.

11.4.7 CONTRACTOR shall contact former Participants at 90 days, 180 days and every six months thereafter up to 24 months.

11.4.8 CONTRACTOR shall document all attempts to contact former Participants, outcome of the attempts and methods used (e.g., telephone, mail, social media, etc.).

11.4.9 CONTRACTOR shall use at least two different methods (i.e. telephone, email, etc.) in their attempts to contact Participants at each interval.

11.4.10 CONTRACTOR shall offer assistance whenever possible to former Participants.

11.4.11 CONTRACTOR shall document the assistance requested, offered, and/or provided.

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

11.5 Success Stories

11.5.1 By March 1st of each year, or on an annual basis, CONTRACTOR shall report to the CPM, in writing, current and former THPP Participants who have achieved personal or professional goals/achievements for which the CONTRACTOR may be directly or indirectly responsible. If possible, include additional legible documentation such as copies of certificates, awards, or newspaper articles.

11.5.2 Such goals/achievements may include, but are not limited to, Participant's acknowledgement for achievements by schools, community recognition/awards or employment recognition, receiving educational/vocational scholarships, promotions, obtaining a postsecondary or vocational degree/certificate, completing an apprentice program, etc.

12.0 **QUALITY ASSURANCE AND FAILURE TO PERFORM**

12.1 Within 30 calendar days following the start of this Contract, CONTRACTOR shall provide CPM with a Quality Assurance Plan (QAP), which will address how CONTRACTOR will meet all its requirements under this Contract.

12.2 CONTRACTOR shall incorporate the use of Attachment I, Performance Requirements Summary, in its QAP and include a plan to ensure uninterrupted service in the event of a strike by either party's employees or other potential disruption in service.

12.3 CONTRACTOR shall provide a copy of its QAP to the CPM as changes occur, and shall maintain documentation of its scheduled (quarterly or semi-annual) monitoring and evaluation activities.

- 12.4 CONTRACTOR shall: 1) immediately notify CPM of any difficulty, problem or incidents which may impact or delay the progress or completion of work; and 2) work with CPM to resolve any issues that emerge regarding CONTRACTOR performance and to avoid further problems.
- 12.5 The CPM or other authorized personnel will monitor CONTRACTOR performance in accordance with Part II, Section 24.0, COUNTY's Quality Assurance Plan, of the Contract, and Attachment I, Performance Requirements Summary.
- 12.6 In the event the COUNTY deems that CONTRACTOR is not meeting its responsibilities contained in this Contract or that CONTRACTOR's work is unacceptable, the CPM shall notify the CONTRACTOR in writing of the improvements needed.
- 12.7 The CPM may request a Corrective Action Plan (CAP). The CPM shall specify the problems that have been identified and the improvements needed, together with a time frame for the CONTRACTOR to take corrective action(s).
- 12.8 The COUNTY reserves the right to terminate this Contract with the CONTRACTOR for cause if the CONTRACTOR cannot or will not make the improvements required and/or included in the CPM's response to CONTRACTOR's CAP.
- 12.9 CONTRACTOR shall respond to the CPM in the time period specified, regarding the specific corrective actions the CONTRACTOR has taken.

13.0 SITE INSPECTIONS

- 13.1 COUNTY will conduct annual site inspections to confirm units have the minimum required items, items are in good and usable condition and to assess the living unit for health and safety compliance.
- 13.2 Priority will be given to newly acquired units, and units that had prior findings.
- 13.3 COUNTY reserves the right to inspect up to 100% of CONTRACTORs THPP units.
- 13.4 COUNTY will provide site inspection tool to CONTRACTOR in advance of site inspections.
- 13.5 CONTRACTOR will have an opportunity to rectify initial deficits before COUNTY prepares a final site inspection report.
- 13.6 CONTRACTOR shall provide a CAP when the final site inspection report contains findings.

14.0 PERFORMANCE OUTCOME GOALS

- 14.1 Safety: Participants shall reside in a safe environment and be free from abuse and neglect.
- 14.2 Well Being/Education/Workforce Readiness and Self-Sufficiency: Participants shall improve their level of functioning in the areas of education, emancipation preparation, employment, health, and behavior, social and emotional well-being.

PART C – SECTION 1.0 – SAFETY

PROGRAM OUTCOME SUMMARY – SAFETY		
PROGRAM OUTCOME GOALS: Participants shall reside in safe environments and be free from abuse and neglect.		
Outcome Indicators	Performance Targets	Data Collection
Safe, clean, appropriately maintained living arrangement	100 percent of THPP Participant units will be in accordance with Contract expectations.	Site Inspections; Technical Reviews; iTracks
Substantiated allegations of abuse and/or neglect	A zero (0) percent tolerance of substantiated abuse and/or neglect allegations.	CWS/CMS; iTracks
Units approved by CCL and certified by Contractor	100 percent of Contractors will have a current and valid THPP license and Certificate of Compliance for each site while providing THPP services for the County.	CCL Facility Evaluation Report, License; Certificates of Compliance, Technical Review
Criminal clearances, training and certification for all staff and volunteers	100 percent of Contractor's staff and volunteers will have background clearances, training, etc., and be certified by the CONTRACTOR prior to having contact with Participants.	Contractor's Certification Letter, Technical Review
Annual medical and dental examinations	100 percent of THPP Participants will have a current health/education passport or similar record.	DCFS 561 (a & b) Participant Reports; Technical Reviews

**PART C – SECTION 2.0 – WELL-BEING/EDUCATION/WORKFORCE
READINESS/SELF-SUFFICIENCY**

PROGRAM OUTCOME SUMMARY – WELL-BEING/EDUCATION/WORKFORCE READINESS/SELF SUFFICIENCY		
PROGRAM OUTCOME GOALS: Participants shall improve their level of functioning in the areas of education/emancipation preparation, employment, health, behavior, social and emotional well-being.		
Outcome Indicators	Performance Targets	Data Collection
High School Diploma/ GED Certificate	100 percent of THPP Participants will have an identified NMD condition documented in their case files.	Technical Reviews
240 minutes per month of Life Skills training	100 percent of THPP Participants will receive life skills training.	Participant and Annual Reports Technical Reviews
Increased skills or income	75 percent of Participants who transition from THPP will have part-time employment and/or be enrolled in college or a vocational training program.	Participant Reports and ; Technical Reviews
Individualized Training	100 percent of THPP Participants with an identified need will be offered individualized training.	Participant Reports and ; Technical Reviews
Identified Permanent Adult Connection	100 percent of THPP Participants will have the name, relationship, etc. of their identified permanent adult connection documented in their case files.	Participant Reports, and Technical Reviews
Housing	75 percent of THPP Participants will transition to THPP-NMD, college, or own housing, SILP, or transition in place.	Termination Reports, Technical Reviews

PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
1	Monitoring of each Participant's progress.	100% of the THPP Participants receive ongoing monitoring and supervision	County will monitor the CONTRACTOR's performance by reviewing records, interviewing personnel and Participants, or convening meetings to ensure its compliance with the Contract and the delivery of services.	The CPM may request a Corrective Action Plan as outlined in SOW, Section 12.0. Failure to meet the performance standard could result in a program review and implementation of an administrative remedy(ies) as outlined in Attachment M.
2	Maintaining accurate, complete, and current Participant folders for each Participant.	100% of the THPP Participants have Participant folders		
3	Providing educational, employment, and other support to assist with completion of the TILP goals.	100% of THPP Participant TILPs have provider input.		
4	Providing a monthly allowance.	100% of the THPP Participants receive monthly allowances		

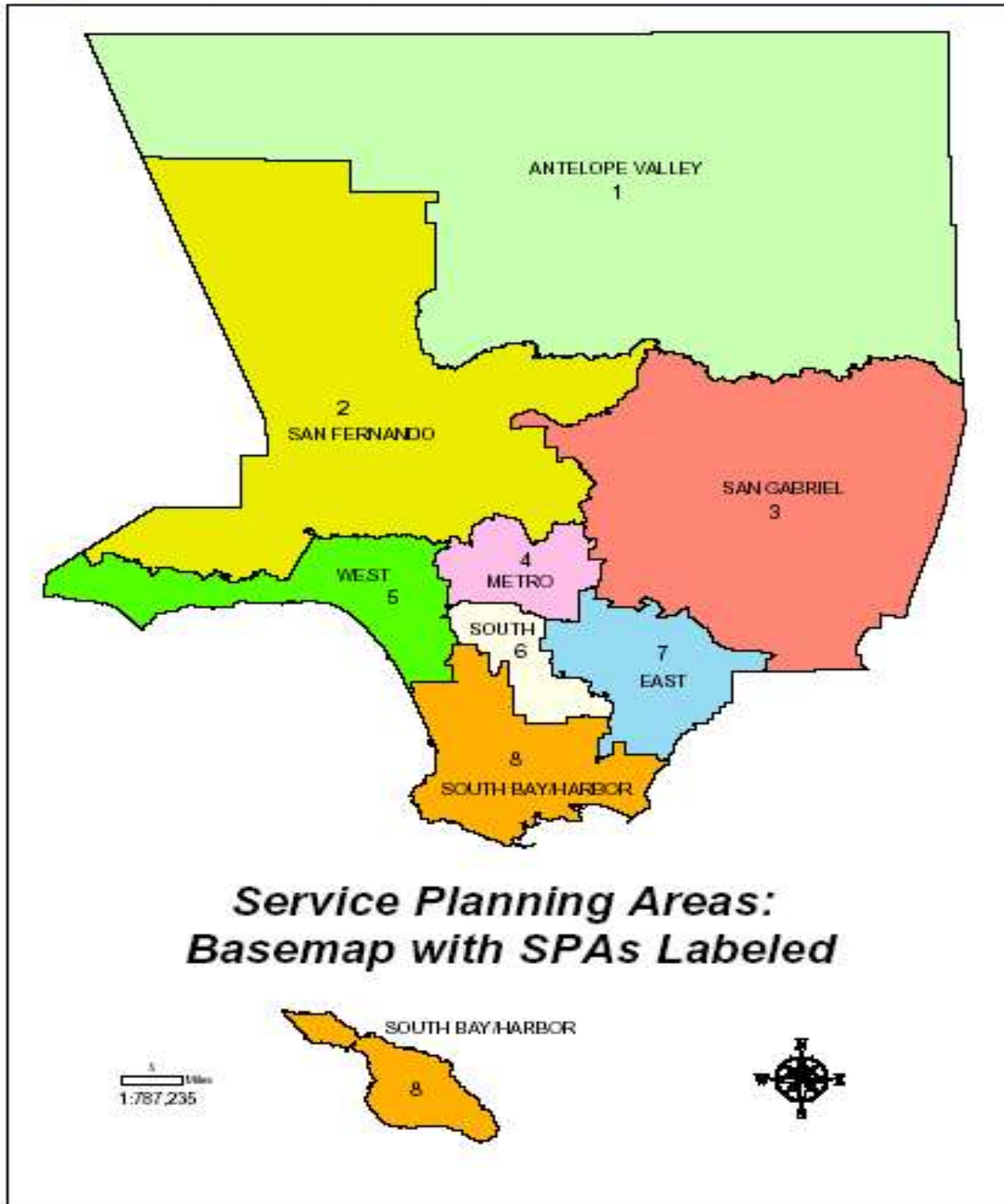
PERFORMANCE REQUIREMENTS SUMMARY

#	Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance
5	Providing at least 240 minutes of life skills workshops monthly or have a written exception from CSW/DPO for fewer minutes.	100% of the THPP Participants receive life skills training.	County will monitor the CONTRACTOR's performance by reviewing records, interviewing personnel and Participants, or convening meetings to ensure its compliance with the Contract and the delivery of services.	<p>The CPM may request a Corrective Action Plan as outlined in SOW, Section 12.0.</p> <p>Failure to meet the performance standard could result in a program review and implementation of an administrative remedy(ies) as outlined in Attachment M.</p>
6	Submitting reports to the County Program Manager for each Participant	CONTRACTOR shall submit reports for 100% of the Participants.		
7	Depositing funds from monthly allowance into an agency interest bearing savings account for each Participant.	CONTRACTOR shall deposit funds for 100% of the Participants.		
8	Ensuring that all housing sites are in compliance and maintained.	CONTRACTOR shall maintain 100% of the housing sites.		

SPA/MAP



Los Angeles County
Department of Children and Family Services



**TRANSITIONAL INDEPENDENT LIVING PLAN
(TILP)**

State of California – Health and Human Services Agency

California Department of Social Services

TRANSITIONAL INDEPENDENT LIVING PLAN & AGREEMENT

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

Address: _____

Phone Number: _____ Text OK?: ☐ Email Address: _____

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

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

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

Service goals and activities to be addressed in the plan:

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

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

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

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

- | | |
|--------------------------------------|---|
| • Received ILP Needs Assessment | • ILP Room and Board Financial Assistance |
| • ILP Mentoring | • ILP Transitional Housing, THP, THP Plus |
| • ILP Education | • ILP Home Management |
| • ILP Education Post Secondary | • ILP Time Management |
| • ILP Education Financial Assistance | • ILP Parenting Skills |
| • ILP Career/Job Guidance | • ILP Interpersonal/Social Skills |
| • ILP Employment/Vocational Training | • ILP Financial Assistance Other |
| • ILP Money Management | • ILP Transportation |
| • ILP Consumer Skills | • ILP Other (Stipends/Incentives) |
| • ILP Health Care | |

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

State of California – Health and Human Services Agency

California Department of Social Services

Youth: _____ Date of Birth: _____ Age: _____

Case Worker Name: _____ Case Worker Phone: _____

Case Worker Email Address: _____

TILP 6-month timeline: _____ to _____.

Date Independent Living Needs Assessment completed: _____.

☐ Based on the assessment of my level of functioning, the following transitional goals and activities meet my current needs.

☐ I will participate in Independent Living Program (ILP) services to help meet my goals.

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

Comments:

State of California – Health and Human Services Agency

California Department of Social Services

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

This Agreement will be updated on: _____ Update #: _____

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

*Youth's Signature*_____
*Date*_____
*Caregiver's Signature*_____
*Date*_____
*Social Worker/Probation Officer Signature*_____
*Date***Voter Registration Info:**Secretary of State Voter Registrationwww.sos.ca.gov/elections/voter-registrationSecretary of State Voter Information Contactwww.sos.ca.gov/elections/contact/email-elections-divisionSecretary of State Voter Hotline

(800) 345-VOTE(8683)

Copies to: Youth

Caregiver

Case File

ILP

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

PLACEMENT AGENCY -- THP PLUS FOSTER CARE PROVIDER AGREEMENT **NONMINOR DEPENDENT PLACED BY AGENCY IN THP PLUS FOSTER CARE PROVIDER**

NAME OF YOUNG ADULT	THP PLUS FC PROVIDER NAME
BIRTH DATE OF YOUNG ADULT	DATE PLACED WITH THP PLUS FC PROVIDER
CASE NUMBER	DATE FIRST ENTERED FOSTER CARE AS YOUNG ADULT

The Placement Agency will pay \$ _____ per month in return for the above-named young adult's care and supervision as defined in Welfare and Institutions Code 11403.2 and other applicable law and regulations. First payment to be made within 45 days after placement with subsequent payments to be made monthly.

PLACEMENT AGENCY AGREES TO	THP PLUS FOSTER CARE PROVIDER AGREES TO
<ol style="list-style-type: none"> 1. The placing agency will obtain from the young adult all appropriate releases of information relevant to this placement in order to provide the THP PLUS Foster Care provider with knowledge of the background and needs of this young adult. This may include, based on the young adult's consent, a social work assessment, medical reports, educational assessment psychiatric/psychological evaluations, identification of special needs, and the young adult's TILP. This shall be made available to the provider within 14 days from date of placement. 2. Inform the provider, before placement, of this young adult's behaviors and proclivities that might be harmful to others. 3. Work with the provider in the development and progress of a transition plan. The county placing agency will notify and invite the provider to participate in any young adult and family team meetings to discuss the young adult's transition plan. 4. Work with provider staff toward successful completion of the young adult's needs and services plan, a positive placement outcome and timely permanency for the young adult. 5. Work together with the provider to develop and maintain positive relationships with the young adult's siblings, and other family members. 6. Maintain monthly contact with the young adult. 7. Continue paying for the young adult's care as long as the young adult remains in placement or in the temporary absence of the young adult, when the placing agency asks the provider to retain an open placement. 8. Provide the young adult with his or her Medi-Cal card or proof of other medical coverage. 9. Inform the provider of the county clothing allowance policy and provide the funding consistent with those policies. 11. Verify and remit/reconcile any underpayments within 45 days of provider notification of such underpayments. 12. Notify the provider within 12 months of suspected overpayments, in accordance with applicable laws and regulations. 13. Provide arrangements for educational travel to the young adult's secondary school of origin, as appropriate. 14. Provide a contact telephone number for emergencies and after business hours: Emergency # _____ 	<ol style="list-style-type: none"> 1. Provide this young adult with a transitional housing site that has been certified to care for the young adult's needs in accordance with applicable laws and regulations. 2. Conform to applicable approval standards regulations and all laws governing foster care. 3. Notify the placing agency within 24 hours of the provider having knowledge (unless there is a separate written agreement with the placing agency) by phone followed in writing of significant changes in the young adult's health, behavior or location as well as significant issues including suspected physical or psychological abuse, death, injury, unusual incidents, unusual absence of a young adult, placement issues, changes to work or school participation and all items required by approval standard regulations. 4. Work together with the placing agency to encourage the maintenance of permanent connections with the young adult's family members, and other significant adults, as indicated in the transition plan, and/or young adult and family teams whenever possible. 5. Use constructive alternative methods of harm reduction; not use corporal punishment; deprivation of meals, monetary allowances, threat of discharge or any degrading or humiliating punishment. 6. Respect and keep confidential information given about this young adult. 7. Work with the placing agency to develop and submit to them a transition plan that develops an understanding of the responsibilities, objectives and requirements of the agency in regard to the care of this young adult, including the information listed on the reverse side of this form, within 30 days of placement of the young adult. The transition plan shall be updated at least every six months. 8. Written progress reports on the transition plan progress shall be provided at least every six months or more frequently by mutual agreement. 9. Give placing agency 7 day notice of intent to discharge or move this young adult. Notify the placing agency of any intended move of this young adult between certified sites prior to the move. The provider has the authority to move a young adult in the case of imminent risk to the young adult or others in the household. The provider shall notify the placing agency within 24 hours of such move. 10. Provider social worker shall visit this young adult in private in their site at the frequency specified in the provider's plan of operation. 11. Provide state and federal agencies access to records as provided by state and federal law. 12. Follow any requirements associated with the county's clothing allowance policy and procedures. 13. Remit any overpayment in full to the county welfare department upon receipt of a notice of action or following the completion of due process. 14. Inform county upon discovery of any apparent overpayment. 15. Immediately notify the placing agency of any changes to the young adult's secondary educational travel plans (if appropriate).

Initial transition plan summary shall include:

- A. Medical and Dental needs
- B. Psychological/psychiatric issues identified
- C. Staffing review summaries
- D. Educational /employment assessment
- E. Peer adjustment
- F. Relationship to adults identified as potential permanent connection
- G. Involvement in recreation programs
- H. Behavior Problems impacting house rules
- I. Educational and employment objectives (goals established for next 3 months)
- J. Long-range goals including anticipated length of placement
- K. Tasks planned to reach educational and employment objectives and goals as defined in the young adult's TILP and who will be performing these tasks, including agency service activity
- L. Identification of unmet needs
- M. Involvement of young adult in the transition program

Periodic update of transition plan shall include:

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

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

YOUNG ADULTS'S PLACEMENT WORKER NAME		PHONE	
PRINT:	SIGNATURE:	{ }	
COUNTY AND NAME OF AGENCY	TITLE	DATE	
THP+FC PROVIDER'S/REPRESENTATIVE'S NAME		PHONE	
PRINT:	SIGNATURE:	{ }	
NAME OF AGENCY	TITLE	DATE	
AGENCY ADDRESS			

ATTORNEY, ATTORNEY DESIGNEE, OR PARTY WITHOUT ATTORNEY (name and address): Attorney Or Attorney Designee for (Client's Name): Telephone No.: _____ Fax No.: _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Juvenile Division 201 Centre plaza Drive Monterey Park, CA 91754		
CHILD'S NAME:	DOB:	
DECLARATION IN SUPPORT OF ACCESS TO JUVENILE RECORDS (WIC §827, CRC Rule 5.552; Local Rule 17.1)		Juvenile Case Number: Dependency _____ Delinquency _____

A. Person/Agency Entitled to Access Pursuant to Welfare & Institutions Code (WIC) §827, California Rules of Court, Rule 5.552, and Los Angeles Superior Court (LASC) Local Rules, Rule 17.1:

- ☐ Subject child
☐ Subject child's parent or legal guardian
☐ Attorney for subject child (including appellate attorney) *[continue to Section B below]*
☐ Attorney for subject child's parent/legal guardian (including appellate attorney) *[continue to Section B below]*
☐ The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action. *[Continue to Section B below]*
☐ Attorney authorized to prosecute adult criminal or juvenile matters under California state law (district attorney, city attorney, city prosecutor) *[Continue to Section B below]*
☐ Person/agency actively participating in adult criminal or juvenile proceedings involving the minor (hearing officers, probation officers, law enforcement officers)
☐ State Department of Social Services staff for the purposes delineated in WIC §827(a)(1)(I)
☐ Member of child protective agencies per Penal Code §11165.9 (police, sheriff, county probation, county child welfare)
☐ Superintendent or designee of school district where child attends or is enrolled
☐ State Department of Social Services staff for the purposes delineated in WIC §827(a)(1)(J)
☐ Member of child's multi-disciplinary team
☐ Person/Agency currently providing supervision or treatment of child
 Title & Relationship to Child _____
- ☐ Family law judicial officer, or clerk acting on behalf of judicial officer; family law case # _____
☐ Family law mediator or evaluator (including person performing investigation or assessment)
☐ Court-appointed probate guardianship investigator
☐ Local child support agency
☐ Juvenile justice commission
☐ Other (including pursuant to court order; please attach copy of order) _____

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

B. Attorney

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

C. Type of Records

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

- ☐ Juvenile Dependency - court file only
☐ Department of Child and Family Services (DCFS)
☐ Juvenile Delinquency - court file only
☐ Probation Department
☐ Other (please specify below the type of records you seek, if not listed above)
-

WARNING: Any records, reports or information obtained from the juvenile record(s) shall not be further released or disseminated to persons or agencies not otherwise entitled to access pursuant to WIC §827, CRC Rule 5.552, and LASC Local Rule 17.1 (i.e. agencies/individuals listed above). Further, juvenile records shall not be attached to any documents without prior approval of the Juvenile Court Presiding Judge, unless they are used in connection with a criminal investigation or juvenile court proceeding to declare a minor a dependent or ward of the Court.

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

Date: _____

Signature: _____

JUV010 - Revised 2/09

ARE YOU ENTITLED TO RECORDS?

(Are you a person/agency listed in Section A above?)

Yes

No

Do you want transcripts or confidential documents including medical, psychological, and educational records?

Do you have a court order allowing you access to juvenile records?

Yes

Yes

Will you be sharing the records with another person or agency?

You must file a petition under WIC §827

File a Declaration to access records

Yes

File a Declaration to access records

No, entitled party is sharing records with party that is NOT entitled.

Yes

Are you sharing the records with another entitled party, atty. or agency participating in criminal or juvenile

INTENTIONALLY LEFT BLANK

INTENTIONALLY LEFT BLANK

PLACEHOLDER FOR
RELEASE OF DCFS CASE RECORDS TO SERVICE PROVIDERS

MANDATORY ORIENTATION CHECKLIST☐ THPP☐ THPP-NMD

AGENCY: _____

DATE: _____

PARTICIPANT: _____
PRINTUNIT ADDRESS: _____
STREET APT# CITY ZIP

I UNDERSTAND AND RECEIVED COPIES OF EACH OF THE FOLLOWING:

1. _____ GRIEVANCE/COMPLAINT PROCEDURES
2. _____ AGENCY POLICIES
3. _____ AGENCY RULES
4. _____ FOSTER BILL OF RIGHTS
5. _____ LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE
6. _____ PERSONAL RIGHTS
7. _____ AGENCY EXPECTATIONS
8. _____ LIST OF FURNITURE THAT I WILL TAKE WITH ME UPON TRANSITION
9. _____ ILP PARTICIPATION
10. _____ EMERGENCY PLAN INCLUDING EMERGENCY TELEPHONE NUMBERS
11. _____ NAME AND PHONE NUMBER(S) OF MY AGENCY'S SOCIAL WORKER, AND
DIRECT CARE STAFF.
12. _____ OTHER: _____
13. _____ OTHER: _____

PARTICIPANT SIGNATURE: _____ DATE: _____

CSW/DPO SIGNATURE: _____ DATE: _____

FURNITURE INVENTORY FORM☐ THPP☐ THPP-NMD☐ **PLACEMENT INVENTORY**☐ **QUARTERLY INVENTORY**

Today's Date: _____ Agency Name: _____

Type of Report: ☐ Entry ☐ Exit ☐ Quarterly

Participant's Name: _____

Unit Address: _____

ITEM	CONDITION		REPLACED/REPAIRED		DATE
1. Bed	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2. Night Stand	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3. Kitchen Table	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
4. Kitchen Chairs	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5. Couch	<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	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. _____	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9. _____	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10. _____	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

If Entry Inventory, Participant shall be allowed to take the following items upon emancipation:

CONTRACTOR'S
SIGNATURE: _____

PARTICIPANT SIGNATURE: _____

ATTACH ADDITIONAL SHEETS AS NECESSARY

PERSONAL RIGHTS

- (a) Section 80072 and 86072, Personal Rights shall not apply to non-minor dependents.
- (b) The licensee shall ensure that each non-minor dependent is accorded the personal rights specified in Welfare and Institutions Code section 16001.9 and the following personal rights:
 - (1) A non-minor dependent shall be free from corporal or unusual punishment; infliction of pain; humiliation; intimidation; ridicule; coercion; threat; physical, sexual, mental, or other abuse; or other actions of a punitive nature including, but not limited to, interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, medication, or aids to physical functioning.
 - (2) To acquire, possess, maintain, and use adequate personal items. These shall include, but not be limited to, the non-minor dependent's own:
 - (A) Clothes.
 - (B) Toiletries and personal hygiene products.
 - (C) Belongings including furnishings, equipment, and supplies, for his or her personal living space in accordance with his or her interests, needs, and tastes.
 - (3) To acquire, possess, maintain, and use a personal vehicle for transportation.
 - (4) To select, obtain, and store food of his or her own choosing.
 - (5) To select, obtain, or decline medical, dental, vision, and mental health care and related services at his or her discretion.
 - (6) To have adequate privacy for visitors that include:
 - (A) Family members, unless prohibited by court order.
 - (B) The person or agency responsible for placing the non-minor dependent, such as a social worker or probation officer.
 - (C) Other visitors, unless prohibited by court order.
 - (7) To be informed by the licensee of the provisions of law regarding complaints, and information including, but not limited to, the address and telephone number of the licensing agency and about the confidentiality of complaints.
 - (8) To send and receive unopened mail, acquire, possess, maintain, and use a personal landline or cellular telephone to make and receive confidential telephone calls or a personal computer to send and receive unopened electronic communication, unless prohibited by court order.
 - (9) To leave or depart the THPP at any time at the discretion of the non-minor dependent.
 - (10) To have the independence appropriate to the status of a non-minor dependent as a legal adult, consistent with the Needs and Services Plan for the non-minor dependent or the Transitional Independent Living Plan for the non-minor dependent.

- (11) To have dignity in his or her personal relationships with others in the THPP.
 - (A) To be free from unreasonable searches of person.
- (12) To have private or personal information including, but not limited to, any medical condition or treatment, psychiatric diagnosis or treatment, history of abuse, educational records reflecting performance or behavior, progress at the THPP, and information relating to the biological family of the non-minor dependent maintained in confidence.
 - (A) There shall be no release of confidential information without the prior written consent of the non-minor dependent, and this information must only be released to the extent permitted by law. The licensee shall, with the consent of the non-minor dependent, only disclose relevant and necessary information about the non-minor dependent.
- (13) To access information regarding available educational, training, and employment options of his or her choosing.
- (14) To request assistance from THPP staff.

Welfare and Institutions Code section 16001.9, subsection (a) provides in part:

"(a) It is the policy of the state that all children in foster care shall have the following rights:

- (1) To live in a safe, healthy, and comfortable home where he or she is treated with respect.
- (2) To be free from physical, sexual, emotional, or other abuse, or corporal punishment.
- (3) To receive adequate and healthy food, adequate clothing, and for youth in group homes, an allowance.
- (4) To receive medical, dental, vision, and mental health services.
- (5) To be free of the administration of medication or chemical substances, unless authorized by a physician.
- (6) To contact family members, unless prohibited by court order, and social workers, attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASAs), and probation officers.
- (7) To visit and contact brothers and sisters, unless prohibited by court order.
- (8) To contact the Community Care Licensing Division of the State Department of Social Services or the State Foster Care Ombudsperson regarding violations of rights, to speak to representatives of these offices confidentially, and to be free from threats or punishment for making complaints.
- (9) To make and receive confidential telephone calls and send and receive unopened mail, unless prohibited by court order.
- (10) To attend religious services and activities of his or her choice.

- (11) To maintain an emancipation bank account and manage personal income, consistent with the child's age and developmental level, unless prohibited by the case plan.
 - (12) To not be locked in a room, building, or facility premises, unless placed in a community treatment facility.
 - (13) To attend school and participate in extracurricular, cultural, and personal enrichment activities, consistent with the child's age and developmental level with minimal disruptions to school attendance and educational stability.
 - (14) To work and develop job skills at an age-appropriate level, consistent with state law.
 - (15) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors, and friends.
 - (16) To attend Independent Living Program classes and activities if he or she meets age requirements.
 - (17) To attend court hearings and speak to the judge.
 - (18) To have storage space for private use.
 - (19) To be involved in the development of his or her own case plan and plan for permanent placement.
 - (20) To review his or her own case plan and plan for permanent placement, if he or she is 12 years of age or older and in a permanent placement, and to receive information about his or her out-of-home placement and case plan, including being told of changes to the plan.
 - (21) To be free from unreasonable searches of personal belongings.
 - (22) To confidentiality of all juvenile court records consistent with existing law.
 - (23) To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
 - (24) At 16 years of age or older, to have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for vocational and postsecondary educational programs, and information regarding financial aid for postsecondary education."
- (c) In ensuring the rights of a non-minor dependent, the licensee is not required to permit or take any action that would infringe on the rights of others or impair the health and safety of the non-minor dependent or others in the THPP.
- (1) The licensee is not prohibited from taking the following actions for the protection of the non-minor dependent or others in the THPP:
 - (A) Establishing house rules that include, but are not limited to, rules regarding visitation that shall apply to all visitors.

- (B) Locking exterior doors and windows as long as the non-minor dependent can enter or exit the THPP.
- (d) At the time of placement, the licensee shall ensure that the non-minor dependent is verbally notified of the rights specified in this section and provided with a written copy of these rights and information regarding agencies the non-minor dependent may contact concerning violations of these rights.

NOTE: Authority cited: Sections 1530, 1531, and 1559.110, Health and Safety Code; Sections 16001.9 and 16522, Welfare and Institutions Code; Section 4 of Assembly Bill (AB) 12 (Chapter 559, Statutes of 2010); and Section 21 of Assembly Bill (AB) 1695 (Chapter 653, Statutes of 2001). Reference: California Constitution, Article 1, Section 13; Sections 1501, 1501.1, 1502.7(b)(1), 1520, 1530.91, 1531, Health and Safety Code; Sections 361.2(j) - (j)(2), 369.5, 727(a)(3), 827, and 16001.9, 16500, and 16522.1, Welfare and Institutions Code; Section 51, Civil Code; and Section 12921, Government Code

PARTICIPANT INVENTORY☐ THPP☐ THPP-NMD

Agency: _____

Participant: _____
PrintDate: _____
Month/Year

Address: _____

Phone: _____

☐ Initial Inventory☐ Quarterly Inventory☐ Exit Report***CLOTHING (Required):**

- ☐ School Outfits (6)
☐ Casual Outfits (8)
☐ Employment Outfits (3)
☐ Regulation P.E. Outfit (1)
☐ Sweater (1)
☐ Jacket/Coat (1)
☐ Belt (2)
☐ Tennis/School Shoes (1)
☐ Tennis/Casual Shoes (1)
☐ Employment Shoes (1)
☐ T-shirts (4-6)
☐ Underpants (8)
☐ Bra Female (2)
☐ Slip Female (2)
☐ Pantyhose Female (4-6)
☐ Socks (8)
☐ Pajama/Gown (2-4)
☐ Bathrobe (1)
☐ Slippers (1)
☐ Other: _____

NEEDED

REQUESTED/REPLACED

****CLEANING SUPPLIES:**

- ☐ All Purpose Cleaner
☐ Scouring Powder
☐ Bleach
☐ Mildew Remover
☐ Sponges
☐ Broom
☐ Mop & Bucket
☐ Paper Towels
☐ Glass Cleaner
☐ Furniture Polish
☐ Dust Cloths
☐ Dish Rag (3)
☐ Dish Towels (5)
☐ Oven Cleaner
☐ Other: _____

****PERSONAL HYGIENE:**

- ☐ Facial Tissue
☐ Bath Soap
☐ Toothbrush/Toothpaste
☐ Mouthwash
☐ Dental Floss
☐ Deodorant
☐ Comb
☐ Brush
☐ Shampoo
☐ Hair Care Products
☐ Lotion
☐ Acne Medication
☐ Sanitary Napkins/Tampons (Female)
☐ Q-Tips
☐ Petroleum Jelly
☐ Toilet Paper
☐ Other: _____

****FIRST AID:**

- ☐ Sterile Gauze
☐ First-Aid Tape
☐ Sterile Gauze Pads
☐ Cotton Balls
☐ Rubbing Alcohol
☐ Hydrogen Peroxide
☐ Antiseptic Spray
☐ Current First Aid Manual (Approved by the American Red Cross, American Medical Association or State/Federal Agency)
☐ Other: _____
- _____
- _____
- _____
- _____
- _____

****LINENS:**

- ☐ Fitted Sheet
☐ Flat Sheet
☐ Pillowcase
☐ Blanket
☐ Bedspread
☐ Bath Towels (2)
☐ Wash Cloths (5)
☐ Other: _____

****LAUNDRY SUPPLIES:**

- ☐ Laundry Detergent
☐ Bleach
☐ Fabric Softener
☐ Stain/Spot Remover
☐ Laundry Basket
☐ Other: _____

NOTES:

* At the initial placement Agency shall request missing items through Participants CSW/DPO. At any other time during the placement, Participant is responsible for replacing necessary items and shall be counseled by agency staff on how to do so.

** Upon initial placement, Contractor has provided you with all of the above FULL-SIZED personal hygiene items listed above. If the Participant shares a unit with other Participant(s), Contractor shall initially supply cleaning items to the unit and Participant(s) will be responsible for them on an as needed basis.

Participant's Signature: _____

Date: _____

Contractor's Signature: _____

Date: _____

DCFS 2281 CLOTHING STANDARD (Revised 2/2005)

When determining the adequacy of clothing, consider the following:

- Special activities clothing for sports/gym, dance, proms, or graduation
- Periods of rapid growth
- Size changes during pregnancy and post delivery
- Frequency of laundering

School uniforms, if applicable, can meet up to 2 outfits of the clothing standard.

Children should begin to participate in the selection and purchases of their clothing as soon as possible. Teens should also participate in the maintenance of their wardrobe (washing, ironing, mending, etc.)

INFANT:	NAME:	NAME:	NAME:	NAME:
2-4 receiving blankets				
2 large blankets				
2 blanket sleepers				
8 one-piece stretch suits and/or 8 outfits for everyday play				
1 outfit for dressy/Sunday/ special occasions				
1 sweater and cap set				
1 pair booties/play shoes				
8 pair socks				
4-6 undershirts				
3 dozen cloth diapers. 1 dozen diaper liners, 2 pairs plastic pants OR 3 dozen disposable diapers				
8 bibs				
1 swimsuit, if applicable				
Meets standard:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2 YEARS AND OLDER:	NAME:	NAME:	NAME:	NAME:
*outfits				
2-3 pairs of shoes				
Nightwear, bedroom slippers				
2 sweatshirts/sweaters				
1 jacket or coat appropriate to				
1 swimsuit, if applicable				
Meets standard:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

*4 outfits at initial placement; 7 outfits within 30 days of initial placement, 10 outfits within 60 days of initial placement, 12 outfits within 120 days of initial placement (an outfit includes all necessary undergarments: socks/pantyhose; jeans/pants/slacks/skirts; shirts/t-shirts/blouses; dresses).

MONTHLY FINES LOG

☐ THPP☐ THPP-NMD

Agency: _____

Client Name:	Date of Birth:	Total Fines:	\$
Date of Entry:	Date of Termination:	Total Credits:	\$
		Balance Due:	\$

[illegible]

MONTHLY ALLOWANCE RECEIPT (THPP)

FOR: _____ 20 _____
(MONTH)

AGENCY: _____

PARTICIPANT: _____
(PRINT NAME)

ITEM **	AMOUNT RECEIVED	DATE	CLIENT INITIAL	AMOUNT RECEIVED	DATE	CLIENT INITIAL	TOTAL RECEIVED
FOOD \$200.00	\$			\$			\$
LAUNDRY/ DRYCLEANING \$30.00	\$			\$			\$
TOILETRIES \$15.00	\$			\$			\$
CLOTHING \$50.00	\$			\$			\$
CLEANING SUPPLIES \$15.00	\$			\$			\$
BUS PASS \$30.00	\$			\$			\$
RECREATION \$50.00	\$			\$			\$
SAVINGS \$240.00	\$			\$			\$
MISC. \$30.00	\$			\$			\$
OTHER:	\$			\$			\$
FINES:	\$			\$			\$
___ Instance for: (\$)				(\$)			(\$)
INCOME							
SOURCE:	\$			\$			\$
SOURCE: INFANT SUPPLEMENT	\$			\$			\$
TOTAL EXPENSES/INCOME							\$

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED AND I AGREE TO ADHERE TO THE ABOVE ESTIMATED MONTHLY BUDGET.

PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S SIGNATURE

DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
\$	\$	\$

I PLAN ON USING MY SAVINGS UPON EMANCIPATION FOR THE FOLLOWING:

AGENCY STAFF DISTRIBUTING ALLOWANCE

DATE

AGENCY STAFF DISTRIBUTING ALLOWANCE

DATE

* PARTICIPANT IS ONLY RESPONSIBLE FOR THEIR PORTION OF THE BILL ABOVE THE BASIC RATE

** THESE ARE THE MINIMUM AMOUNTS THAT THE PARTICIPANT IS TO RECEIVE MONTHLY

☐ THPP-NMD

Agency: _____

Client Name:	Date of Birth:	Beginning Balance: \$
		Current Balance: \$
		Total Credits: \$
Date of Entry:	Date of Termination:	Total Debits: \$
		Ending Balance: \$

Date:	Credits:	Debits:	Balance:	Transaction Notes:	
TOTALS:	\$	\$	\$	ACCRUED INTEREST:	\$

Ending Balance	\$	Date Funds Paid:			
Participant Signature:				Amount Advanced to Client:	\$
				Balance Paid to Client:	\$
Contractor Signature:				Balance Due to Client:	\$

DAILY EDUCATION LOG

☐ THPP

☐ THP+FC

FOR THE WEEK ENDING: _____ 20 _____
AGENCY: _____
PARTICIPANT: _____

TODAY'S DATE	ACTIVITY	TIME SPENT	INITIALS

MY SIGNATURE BELOW CERTIFIES THAT I HAVE COMPLETED THE ABOVE-DESCRIBED ACTIVITIES
IN ORDER TO ACHIEVE MY EDUCATIONAL AND/OR VOCATIONAL GOALS OF:

PARTICIPANT SIGNATURE: _____ DATE: _____

AGENCY STAFF SIGNATURE: _____ DATE: _____

FOR THE WEEK ENDING: _____ 20 _____

AGENCY: _____ UNIT ADDRESS: _____

INITIAL THE APPROPRIATE BOX TO INDICATE
THE DAY YOU CLEANED THE ROOM

RESPONSIBLE PARTICIPANT'S NAME	ROOM	MON	TUE	WED	THURS	FRI	SAT	SUN
	BEDROOM 1							
	BEDROOM 2							
	BEDROOM 3							
	BATHROOM 1							
	BATHROOM 2							
	KITCHEN							
	DINING ROOM							
	LIVING ROOM							
	COMMON AREAS							

EACH OF THE ITEMS IN EACH ROOM MUST BE COMPLETED TO CHECK THE BOXES ABOVE

<u>BEDROOM(S)</u>	<u>BATHROOM(S)</u>	<u>KITCHEN (DAILY)</u>	<u>DINING ROOM (DAILY)</u>
ROOM IS NEAT	SINK CLEAN	SINK AND COUNTERS CLEAN	TABLE CLEAN AND CLEAR
BED IS MADE	TUB/SHOWER CLEAN	DISHES WASHED AND PUT	FLOOR CLEAN
SHEETS/BEDSPREAD/BLANKET	WINDOWS & MIRROR CLEAN	TRASH EMPTIED	WALLS CLEAN
DRAWERS ARE STRAIGHT	FLOOR CLEAN/MOPPED	CABINETS/WALLS CLEAN	WINDOWS AND SILLS CLEAN
NO TRASH IN	TOILET CLEAN	STOVE/OVEN CLEAN	WINDOW COVERINGS CLEAN/DUSTED FURNITURE DUSTED
ROOM FLOOR IS	TOWELS CLEAN	REFRIGERATOR	NO TRASH IN ROOM
FURNITURE DUSTED	TRASH EMPTIED	FOOD STORED PROPERLY AND SAFELY	
CLOSET IS NEAT		FLOOR SWEEP/MOPPED	
WINDOWS AND SILLS CLEAN			

LIVING ROOM

FURNITURE CLEAN AND DUSTED
FLOOR VACUUMED
WINDOWS AND SILLS CLEAN
WINDOW COVERINGS CLEAN
LIGHT FIXTURES CLEAN
NO TRASH IN ROOM
AREA NEAT AND ORDERLY

COMMON AREAS

CLEAN AND NEAT
WALKWAYS SWEEP
DOORMAT CLEAN

I AGREE TO THE ABOVE SCHEDULE:

PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S MEDICATION LOG☐ THPP☐ THPP-NMD

AGENCY: _____

Please Print

MY NAME: _____

Please Print

TODAY'S DATE	TIME	AMOUNT I TOOK AT THIS TIME (SUCH AS, 2 TABLETS)	MEDICATION NAME	OVER THE COUNTER		DR. NAME	MY INITIALS
				Yes	No		
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
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AGENCY STAFF VERIFYING INFORMATION: _____ SIGNATURE: _____

PARTICIPANT MUST TRACK PARTICIPANT MUST TRACK EACH MEDICATION PRESCRIBED OR ANY OVER-THE-COUNTER MEDICATION USED.

MEDICATION DISPENSING LOG

THPP

AGENCY NAME: _____ DATE: _____

PARTICIPANT NAME: _____ CASE #: _____

NAME OF MEDICATION *	DR. NAME	DOSAGE (AMOUNT + TIMES PER DAY, e.g. 1 tablet 3x per day)	QUANTITY PRESCRIBED (e.g. 30 tablets)	PRESCRIBED START DATE	PRESCRIBED END DATE

List any problems/reactions you had to above medications: _____

List any medications that you are allergic to: _____

Progress Report (A-20)

This report is to be used when completing initial, updated, quarterly, transition & termination reports. All reports are to be on agency letterhead, and prepared and signed by the assigned agency social worker, social work supervisor and client. Reports should be succinct and strength-based while accurately reflecting client's successes and challenges.

Agency may include additional categories; however, each report must include information in the following report categories.

Report Categories:

1. **Demographics:** Include name, age, DOB, CSW/DPO, agency Social Worker, parenting status, placement date, etc.
2. **Report Summary:** provides a succinct overview of client's progress and challenges for the report type being completed for the reporting period.
3. **Case Management:** Include dates of CSW/DPO and agency Social Worker's visits, how long the visits were and where they occurred, and summary of agency case management services. Also indicate if there has been a change in the assigned CSW/DPO or agency Social Worker. Lastly, include how the agency has incorporated #4-14 in client's case management sessions.
4. **SOC 161 AB 12/EFC, TILP, NSP and case plan Goals:** Include SOC 161 AB 12/EFC, TILP, NSP, and case plan goals, and progress towards those goals. Also indicate if the goals have changed since the last report
5. **Casey Life Skills Assessment (CLSA):** Include how client is progressing in the CLSA areas, and identify CLSA areas where improvements are needed, and what agency is doing to assist client. Also, include how agency is confirming client's competency in areas where he/she rated him/herself at 75% or higher. Also, indicate any changes in ratings from initial and current CLSA, and how agency is addressing the changes.
6. **Life Skills Training:** Include the name of life skills sessions attended during the reporting period, including how long each session was, if session was individual, group, hands-on or automated.
7. **Education:** Include how client is progressing towards his/her education goals, particularly client's whose goals are to complete high school or attend a post-secondary institution.
8. **Employment or Volunteer:** Include information about client's employment or volunteer activities; including where s/he is employed and/or volunteering, how long s/he has been working and/or volunteering at location, number of hours each week, etc. For clients whose goals are to eliminate barriers to employment,

agency must specify what the client is doing and how the agency is assisting him/her.

9. **Pregnant and Parenting:** Include how client is progressing, including his/her understanding of child development, agency's assessment of parenting skills, etc. Also, include a copy of client's A-16. Clients who are not pregnant or parenting should also receive training in this category and agency should report on the training s/he has received.
10. **Personal and Interpersonal Growth and Development:** Include information about client's Permanent Adult Connection (PAC) and the frequency of contact with PAC. If client does not have a PAC, include agency's efforts to connect client with a mentor. Also include information about client's progress with goal setting, self-esteem, communication, and participation in recreational activities.
11. **Personal Care:** Include information about recent health care visits, including medical, dental, vision, substance abuse and/or mental health. Also include how client is progressing in maintaining relationships, personal items and overall appearance and self-care.
12. **Finances/Money Management:** Include information on how client is managing his/her finances, sources of income, his/her progress with creating and maintaining a budget, if s/he has a personal savings and/or checking account, how much s/he has saved with agency. For parenting clients also include how s/he is managing infant supplement funds.
13. **Food/Nutrition:** Include information about client's shopping, cooking and eating habits. Specifically addressing his/her competency with grocery shopping, understanding of the long-term impact of non-healthy food choices.
14. **Household Management:** Include how client is abiding by the guest rules, maintaining the unit, interacting and getting along with unit mate(s) and neighbors. This is where agency should include information about therapeutic/emotional support pets and how the client is caring for the pet(s).
15. **Noteworthy accomplishments:** Include anything positive about the client that agency wants to highlight.
16. **Other:** Include anything that is pertinent to the reporting period that has not already been covered in the report.

Report Type (Refer to "Reporting Requirements" in SOW for detailed instructions)

- **Initial Report**
 - This report provides a summary of the client's initial adjustment to placement. It is completed and submitted no later than 45 business days from client's initial placement date.

- *Updated Report*
 - This report provides a summary of the client's progress for the requested time period. It is to be completed and submitted within five (5) business days of the request.
- *Quarterly Report*
 - This report provides a summary of the client's progress for the prior three (3) months, and delineates goals for the upcoming quarter. It is required for any client who has been in the program for at least 45 days during the reporting period.
- *Transition Report*
 - This report provides a summary of the client's transition planning, including client's competency in locating and accessing resources, his/ her housing plans, what agency has done (is doing) to assist client in securing housing, and any other pertinent information. It should also include the date(s) of transition meeting(s) and follow-up and achieved actions from meeting(s).
- *Termination Report*
 - This report provides a summary of the client's progress during his/her entire placement in agency's housing program. Report must be comprehensive and include information about client's housing destination at exit.

EXHIBIT A-20

PROGRESS REPORT TO BE COMPLETED ON
AGENCY LETTERHEAD

PARTICIPANT MONTHLY SURVEY

EXHIBIT A-21

☐ THPP

☐ THPP-NMD

Agency: _____

Participant: _____
Print

Date: _____
Month/Year

Address: _____ Phone: _____

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

EMPLOYMENT TRAINING:

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

HANDOUTS PROVIDED

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

TRANSPORTATION:

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

HANDOUTS PROVIDED

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

PARTICIPANT MONTHLY SURVEY

EXHIBIT A-21

☐ THPP

☐ THPP-NMD

Agency: _____

Participant: _____
Print

Date: _____
Month/Year

Address: _____ Phone: _____

PREGNANCY/PARENTING:

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

HANDOUTS PROVIDED

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

Date:	_____
Date:	_____
Date:	_____
Date:	_____
Date:	_____
Date:	_____

MEDICAL/DENTAL:

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

HANDOUTS PROVIDED

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

Date:	_____
Date:	_____
Date:	_____
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Date:	_____
Date:	_____
Date:	_____
Date:	_____
Date:	_____
Date:	_____

FOOD PREPARATION/NUTRITION:

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

HANDOUTS PROVIDED

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

Date:	_____
Date:	_____
Date:	_____
Date:	_____
Date:	_____
Date:	_____
Date:	_____

PARTICIPANT MONTHLY SURVEY

EXHIBIT A-21

☐ THPP

☐ THPP-NMD

Agency: _____

Participant: _____
Print

Date: _____
Month/Year

UNIT:

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

HANDOUTS PROVIDED

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

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

IN MY UNIT I HAVE:

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

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

Date: _____
Date: _____
Date: _____
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Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

PERSONAL CARE:

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

HANDOUTS PROVIDED

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

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

MONEY MANAGEMENT:

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

HANDOUTS PROVIDED

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

Date: _____
Date: _____
Date: _____

PARTICIPANT MONTHLY SURVEY

EXHIBIT A-21

☐ THPP

☐ THPP-NMD

Agency: _____

Participant: _____
Print

Date: _____
Month/Year

TRAINING/RESOURCES:

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

HANDOUTS PROVIDED

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

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

RECREATION/LEISURE:

Did you participate in any of the following activities?

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

Did the Agency offer access to the activities?

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

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

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

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

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

Miscellaneous:

I Have:

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

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

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

☐ My Allowance is Enough to Meet My Needs

I would like additional training in the following areas:

Participant's Signature: _____

Date: _____

Contractor's Signature: _____

Date: _____

THE EXTENDED FOSTER CARE GRIEVANCE REVIEW PROCESS FOR NON-MINOR DEPENDENTS

The Extended Foster Care (EFC) Grievance Review Process was established to provide non-minor dependents (NMDs) the opportunity to discuss and clarify any action taken by the Department of Children and Family Services (DCFS) regarding the outcome of the Supervised Independent Living Placement (SILP) Readiness Assessment (DCFS 123-A), the lack of approval for a SILP Unit, or any other conflict between the NMD and CSW that cannot be resolved. If the grievance process is tried, but is unsuccessful, you can bring the issue before the court. You can bring these types of disputes before the court **without utilizing** the grievance process. You can contact your attorney for advice on how to bring your issue before the court.

You can also report issues or concerns to the State Foster Care Ombudsman's Office at 1-877-846-1602 or through the website at: <http://www.fosteryouthhelp.ca.gov/>

An EFC Grievance Hearing will not be granted if:

1. **The action taken by DCFS is in compliance with a court order.**
2. **It is a question regarding the validity of a statute or regulation.**
3. **Any issue for which a state hearing is available under Welfare and Institutions Code Section 10950, such as issuance of SILP payment or Medi-Cal Benefits.**

If you would like to file a grievance follow the steps below.

STEPS IN THE EFC GRIEVANCE PROCESS

- STEP 1: You have 5 business days to file a grievance after receiving the SILP Readiness Assessment outcome indicating that you are not ready for a SILP, receiving the DCFS 123-B, lack of approval for a SILP unit, or when a conflict between you and CSW cannot be resolved.
- STEP 2: You must complete the attached Extended Foster Care (EFC) Grievance Request form (DCFS 123-C). The form must be filled out completely and clearly indicate why you feel the decision made by DCFS is unwarranted.
- STEP 3: You must attach any supporting documentation to the grievance request. Supporting documents include any information or documentation you feel would assist in determining the merit of the grievance.
- STEP 4: You must send the EFC Grievance Request form and supporting documentation to the DCFS Youth Ombudsman via mail, fax or e-mail:
- [DCFS Youth Ombudsman](#)
425 Shatto Pl., 6th floor
Los Angeles, CA 90020
Telephone:(213) 351-5720
Fax:(213) 487-4431
pinquiries@dcfs.lacounty.gov
- STEP 5: Within 5 business days following the receipt of the EFC Grievance Request, the Youth Ombudsman will schedule an EFC Grievance Hearing and notify you in writing, e-mail, or telephone when and where the hearing will be held.
- STEP 6: The Youth Ombudsman will notify your CSW and SCSW and YDSD Transition Coordinator, if necessary, of the EFC Grievance Request and will request submission of copies of records supporting the decision made by the DCFS and inform them of the date and time of the scheduled EFC Grievance Hearing and will be asked to attend.
- STEP 7: Following the EFC Grievance Hearing a decision will be made by the Youth Ombudsman within 5 business days. A Notice of EFC Grievance Result form documenting the EFC Grievance Hearing decision will be forwarded to you and your CSW/SCSW, and YDSD Transition Coordinator if necessary.
- STEP 8: The decision made by the Youth Ombudsman will be adhered to by all involved parties (you, CSW, and YDSD Transition Coordinator, if applicable).

Name of Non- Minor Dependent: _____

Address: _____

City: _____ State: _____ Zip Code _____

Telephone number/contact number: _____

Alternate message phone number: _____

E-mail address: _____

Name of Social Worker: _____

DCFS Office: _____

Reason(s) for grievance (Please check)

- ☐ Outcome of SILP Readiness Assessment
☐ Denial of Supervised Independent Living Placement (SILP) Unit
☐ Other (please specify):

☐ Supporting documents attached (e.g. Readiness Assessment, SOC 157 B etc.)

Non-Minor Dependent's Signature

DATE OF REQUEST

PERSONNEL REPORT

INSTRUCTIONS: *This form is intended for keeping a current roster of all the facility personnel, other adults and licensees residing in the facility, including backup persons, volunteers and licensee if administrator/director. Show license/certificate number if applicable for specialized staff [e.g., Social Worker and other consultant(s)]. Show coverage for twenty-four hour supervision in residential facilities. Report any changes in personnel to the licensing agency as required by regulations. Send original to Licensing Agency and retain copy in facility file.*

NAME OF FACILITY	FACILITY TYPE	FACILITY NUMBER
PREPARED BY:		DATE

A. **STAFF SUBJECT TO CRIMINAL BACKGROUND CHECK REQUIREMENTS:** The following staff members are subject to a criminal background check pursuant to Sections 1522, 1568.09, 1569.17 and 1596.871 of the Health and Safety Code. A California background clearance or a criminal record exemption shall be obtained prior to employment, residence or initial presence in the facility.

[illegible]

[illegible]

EXHIBIT A-24

INTENTIONALLY LEFT BLANK

EXHIBIT A-25
INTENTIONALLY LEFT BLANK

PARTICIPANT ANNUAL REPORT

EXHIBIT A-26

☐ THPP

☐ THPP-NMD

AGENCY NAME: _____

DATE: _____

Participant Name: _____ Age: _____ Telephone: _____

Address: _____ DOP: _____

Projected Emancipation Date: _____ On Target? ☐ Yes ☐ No

CSW/DPO: _____

Telephone: _____

Permanent Adult Connection: _____

Telephone: _____

Medical (Last Annual Exam)			
Date	Purpose	Outcome	Next Appointment
Overall Physical Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor			

Dental (Last Annual Exam)			
Date	Purpose	Outcome	Next Appointment
Overall Dental Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor			

Psychological (Most Recent Visit)			
Start Date	Purpose	Progress	Next Appointment
Overall Psychological Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor			

Social Worker Contacts		
# of Visits	Progress	Comments

Family/ Friends Contacts		
# of Visits	Person Name/Relationship	Comments

COMPONENT/GOALS	Number of Hours Completed	GOAL PROGRESS /COMMENTS
GENERAL LIFE SKILLS		
EDUCATION		
EMPLOYMENT		
TRANSPORTATION		
CONSUMER SKILLS		
FOOD AND NUTRITION		
MONEY MANAGEMENT		

RECREATIONAL ACTIVITIES		
<p>The Agency facilitated the Participant in attending the following recreational activities:</p>		
ACTIVITY:	LENGTH:	DATE:

Life Skills Training			
<p>The Agency assisted the Participant in COMPLETING the following LST subjects (Minimum 240 minutes per month): List the skills the Participant acquired as a result of the training.</p>			
TRAININGS COMPLETED:	LENGTH:	SKILLS ACQUIRED:	DATE:

Case Plan		
The Agency assisted the Participant in working toward the following case goals by:		
GOAL:	ASSISTANCE:	
The Agency assisted the Participant in COMPLETING the following case goals by:		
GOALS COMPLETED:	ASSISTANCE:	DATE:
Recommendations for Case Plan Update:		

If the Participant exited, complete this section. The Participant exited during _____ day of the month.

The Participant ☐ completed ☐ did not complete the Program.

The Participant exited to (destination)

The Participant ☐ was ☐ was not employed at exit.

How can the Participant be contacted (list phone number, address, emergency contact, etc.)?

All of the above has been discussed with me. _____
Participant's Signature

Staff Signature

Date

AGENCY MONTHLY REPORT

EXHIBIT A-27

☐ THPP

☐ THPP-NMD

Agency Name: _____

Report Month: _____

Facility Overview				
Number of Beds: <input style="width: 50px;" type="text"/>	Number of Exits: <input style="width: 50px;" type="text"/>	Planned: <input style="width: 50px;" type="text"/>	Unplanned: <input style="width: 50px;" type="text"/>	
Total Number of Participants: <input style="width: 50px;" type="text"/>	THP+FC: <input style="width: 50px;" type="text"/>	THP+: <input style="width: 50px;" type="text"/>	THP: <input style="width: 50px;" type="text"/>	SILP: <input style="width: 50px;" type="text"/>
LA County: <input style="width: 50px;" type="text"/>	Transition in Place: <input style="width: 50px;" type="text"/>	Own Housing: <input style="width: 50px;" type="text"/>	College Dorm: <input style="width: 50px;" type="text"/>	Family: <input style="width: 50px;" type="text"/>
Out of County: <input style="width: 50px;" type="text"/>	Incarcerated: <input style="width: 50px;" type="text"/>	Alcohol/Drug Treatment: <input style="width: 50px;" type="text"/>	Psychiatric Hospital: <input style="width: 50px;" type="text"/>	Unknown: <input style="width: 50px;" type="text"/>
Number of Entries: <input style="width: 50px;" type="text"/>	Other: <input style="width: 50px;" type="text"/> _____			

Compliance Documents:				
	Expiration Date:	Expiration Date:	Expiration Date:	Expiration Date:
General Liability Insurance	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Automobile Insurance	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Workers' Compensation Insurance	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Personal Liability Insurance	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Rental Insurance	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Certificates of Compliance	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
Annual Community Care Licensing Facility Evaluation Report	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>

Staffing Overview								
Name	Position	Check all that Apply			Number	Training Completed		
		THPP	THP+ FC	THP+	Staff Supervised	Youth on Caseload	Monthly:	YTD:
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Staff Signature _____

Title _____

Date _____

Recruitment:		Case Conferences:	
Interviews attended: <input style="width: 60px;" type="text"/>	Initial Case Conference: <input style="width: 60px;" type="text"/>	6-Month Case Conference: <input style="width: 60px;" type="text"/>	Stabilization: <input style="width: 60px;" type="text"/>
Potential Applicants Recruited: <input style="width: 60px;" type="text"/>	Pregnant/Parenting Teen: <input style="width: 60px;" type="text"/>	90-Day Transition: <input style="width: 60px;" type="text"/>	Other: <input style="width: 60px;" type="text"/>
New Hires:			
Did the Agency Hire New Staff? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, List Below)			
1. _____	2. _____		
3. _____	4. _____		
5. _____	6. _____		
Decertification:			
Did the Agency Decertify Any Staff? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, List Below)			
1. _____	2. _____		
3. _____	4. _____		
5. _____	6. _____		
YOUTH PARTICIPATION		Month	YTD
Number of participants in the program			
Number of female participants			
Number of male participants			
Number of 16 year old participants			
Number of 17 year old participants			
Number of 18 year old participants			
Number of 19 year old participants			
Number of 20 year old participants			
Number of 21 year old participants			
Age Alerts:		Month	YTD
Number of 17.5 year old participants			
Number of 20.5 year old participants			
Serious Incident Reports (SIRs)		Month	YTD
Number of SIRs completed			
EFC/PC Participants [(5 Criteria for AB-12 EFC) (THP+FC Only)]:		Month	YTD
6. Attend High School or a GED Equivalent Program			
7. Attend College/Vocational School at Least Half –Time			
8. Have a Job Working At Least 80 Hours per Month			
9. Participate In a Program or Activity Designed To Remove Barriers to Employment			
10. Have a Medical/Mental Condition That Prevents Them From Participating In One of the Above			
Employment:		Month	YTD
Number of Full-Time Employees			
Number of Part-Time Employees			
Number of Unemployed			
Number Attending Employment Training			
Number Actively Seeking Employment			
Number Volunteering Their Service			

Education:		Month	YTD
Attend High School or a GED Equivalent Program			
Completed High School or a GED Equivalent Program			
Attend Vocational School			
Attend a 2-Year College			
Attend a 4-Year College/University			
Completed Vocational School			
Completed a 2-Year College			
Completed a 4-Year College/University			
Employment:		Month	YTD
Number of Full-Time Employees			
Number of Part-Time Employees			
Number of Unemployed			
Number Attending Employment Training			
Number Actively Seeking Employment			
Number Volunteering Service			
Family Planning:		Month	YTD
Number of Expectant Mothers			
Number of Expectant Fathers			
Number of Parenting Mothers			
Number of Parenting Fathers			
Number of Participants Attending CPR Training for Pregnant/Parenting (Combine mothers and fathers)			
Number of Participants who Completed CPR Training for Pregnant/Parenting (Combine mothers and fathers)			
Life Skills (240 Minutes Per Month)		Month	YTD
Number of Participants Completing 240 Minutes			
Number of Participants for each and List Topics Covered			
1.			
2.			
3.			
4.			
Number of Participants NOT Completing 240 Minutes			
List Participants	Minutes Needed	Topic(s) Missed	Reason for Not Completing
Recreational Activities:		Month	YTD
Number of Recreational Activities Offered:			
Number of Participants Attending Recreational Activities:			
Number of Participants for Each and List Each Activity:			
1.			
Transportation Provided: <input type="checkbox"/> Yes <input type="checkbox"/> No		Agency Incurred Expense: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Free	
2.			
Transportation Provided: <input type="checkbox"/> Yes <input type="checkbox"/> No		Agency Incurred Expense: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Free	
3.			
Transportation Provided: <input type="checkbox"/> Yes <input type="checkbox"/> No		Agency Incurred Expense: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Free	
4.			
Transportation Provided: <input type="checkbox"/> Yes <input type="checkbox"/> No		Agency Incurred Expense: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Free	

Participant Summary:

Agency Name: _____

Date: _____

Unit Address: _____
Street Address Apt # City Zip

Site Supervisor Name: _____ Phone Number: _____

Participant Name	Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Staff Signature _____ Date _____

Unit Address: _____
Street Address Apt # City Zip

Site Supervisor Name: _____ Phone Number: _____

Participant Name	Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Staff Signature _____ Date _____

Unit Address: _____
Street Address Apt # City Zip

Site Supervisor Name: _____ Phone Number: _____

Participant Name	Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Staff Signature _____ Date _____

*Attach Additional Pages if Necessary

EXHIBIT A-28
PLACEHOLDER FOR
SHARED CORE PRACTICE MODEL

ENTRY ASSESSMENT

☐ THPP

☐ THPP-NMD

Agency Name:	Date of Birth (DD/MM/YYYY):
Name:	Age:
Program Entry Date:	Expected Emancipation Date:

Do you: (Select All That Apply) <input type="checkbox"/> Have a High School Diploma/GED: Name:	<input type="checkbox"/> Yes Graduation Date:	<input type="checkbox"/> No
<input type="checkbox"/> Attend High School: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I Expect To Graduate On: _____ If You Selected "Attend High School," What Are Your Plans After Graduation? (Check All That Apply)		
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Attend College <input type="checkbox"/> Obtain A Full-Time Job <input type="checkbox"/> Attend Vocational School </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Join The Military <input type="checkbox"/> Other _____ </div>		

(FOR NMD's ONLY) What is your AB 12 (SOC 161) goal? Please select all that apply		
Attend College/Vocational School At Least Half-Time: Name: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Attend an Apprenticeship Program: Name: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have a Job Working At Least 80 Hours Per Month: Name: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Participate In A Program Or Activity Designed To Remove Barriers to Employment: Name: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have A Medical/Mental Condition That Prevents You From Participating In One of the Above: Condition: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

ENTRY ASSESSMENT

☐ THPP

☐ THPP-NMD

Agency Name:			Age:	
Name:				
Permanent Adult Connection:			Relationship:	
Phone:	Address:			
If you have other people that support you please list:				
Name:			Relationship:	
Address:				
Email:	Length Of Time Known:	Verified: <input type="checkbox"/> Yes	<input type="checkbox"/> No Date:	
Name:			Relationship:	
Address:				
Email:	Length Of Time Known:	Verified: <input type="checkbox"/> Yes	<input type="checkbox"/> No Date:	
Name:			Relationship:	
Address:				
Email:	Length Of Time Known:	Verified: <input type="checkbox"/> Yes	<input type="checkbox"/> No Date:	
My Goals Are To: _____ _____ _____ _____ _____				

Participant Signature: _____

Date: _____

EXHIBIT A-30
PLACEHOLDER FOR
CASEY LIFE SKILLS ASSESSMENT

EXIT ASSESSMENT					
<input type="checkbox"/> THPP			<input type="checkbox"/> THPP-NMD		
Participant Name:					
Agency Name:			Entry Date:	Exit Date:	
Contact Information:	Cell Phone	Email:			
New Address:					
Permanent Adult Connection:			Phone Number:		
The goals that I have achieved/completed while in the program:					
<input type="checkbox"/> High School Diploma	<input type="checkbox"/> GED	<input type="checkbox"/> Vocational Certificate	<input type="checkbox"/> Employment	<input type="checkbox"/> Other (please explain):	
1. How would you rate your training and overall experience while residing in the Program:					
<input type="checkbox"/> Most Helpful <input type="checkbox"/> Helpful <input type="checkbox"/> Neutral <input type="checkbox"/> Least Helpful <input type="checkbox"/> Not Helpful					
2. <input type="checkbox"/> I would recommend the Program			<input type="checkbox"/> I would not recommend the Program		
3. On a scale from 1-4 with 4 being the most positive, please rank your overall training:					
(4) Most Helpful (3) Helpful (2) Neutral (1) Least Helpful ↓					
___ Budgeting	___ Employment Skills	___ Decision-Making	___ Relationship Building	___ Other (specify):	
4. Where will you live now that you have completed the Program:					
5. Are you employed:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If marked Yes, are you employed (please select one) →		<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time
6. Are you in school: <input type="checkbox"/> Yes If Yes, what type?↓					<input type="checkbox"/> No
<input type="checkbox"/> High School <input type="checkbox"/> Vocational <input type="checkbox"/> College <input type="checkbox"/> 2 year college <input type="checkbox"/> 4 year college					
7. The best thing about the Program is:					
8. The Program could be improved by:					
9. What did you learn that you didn't know before you entered the Program:					
10. Where you able to save money?			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
11. Did you save enough money to move into an apartment?			<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Signature: _____

Date: _____

EXHIBIT A-32
PLACEHOLDER FOR
MONTHLY CENSUS



Transitional Housing Placement Program (THPP) APPLICATION



THPP candidates are 16-17 years old in high school

(To be submitted by Children's Social Worker)

Submit application and required documents to: thpp@dcfs.lacounty.gov or send to:

Walter Brooks, THPP Program Assistant at brookw@dcfs.lacounty.gov

3530 Wilshire Boulevard, Suite 400, Los Angeles, CA 90010 Office: (213) 351-0197 Fax: (213) 637-0035

(Please TYPE or PRINT your application)				DATE:			
Youth's Name:			Case Number #:				
Home #:		Cell#:		Other #:			
E-mail address:							
Home Address:							
City:				State:			Zip Code:
Birthday:				Age:			Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
EDUCATION							
Check the box for grade completed <input type="checkbox"/> 10 th <input type="checkbox"/> 11 th <input type="checkbox"/> 12 th <input type="checkbox"/> HSD <input type="checkbox"/> GED							
Name of School:				Major (if applicable):			
Office #:				Fax #:			
Have you taken college preparatory classes? <input type="checkbox"/> Yes <input type="checkbox"/> No							
If yes, list the classes:							
What are your colleges of choice?							
1.				2.			
What are your career/vocational goals?							
Date Rec'd By THPP:							
Revised 1/28/16							

<u>DCFS INFORMATION</u>									
CSW:					Email:				
Office #:			Cell #:				Fax #:		
Regional Office Name:									
SCSW:						Office #:			
<u>CAREGIVER</u>									
Name:					Relationship:				
Home #:			Work #:				Cell #:		
<u>PERMANENT ADULT CONNECTION</u>									
Name:					Relationship:				
Home #:			Work #:				Cell #:		
Address:									
City:				State:			Zip Code:		
<u>OTHER EMERGENCY CONTACT</u>									
Name:					Relationship:				
Home #:			Work #:				Cell #:		
Address:									
City:				State:			Zip Code:		
<u>HEALTH INFORMATION</u>									
<u>Doctor:</u>									
Name:									
Office #:			Fax #:				Cell #:		
List any Health Problems:									
Reason for last Doctor's Appointment:									
Date of last annual medical exam/physical:						Do you have any allergies? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, please explain:									
<u>Medications:</u> (Please list all over-the-counter and prescription medication, including psychotropic medication you are currently taking)									

<u>Dentist:</u>					
Name:					
Office #:		Fax #:		Cell #:	
Date of last dental exam:					
<u>Psychiatrist:</u>					
Name:					
Office #:		Fax #:		Cell #:	
<u>Therapist/Counselor:</u>					
Name:					
Office #:		Fax #:		Cell #:	
<u>EMPLOYMENT INFORMATION</u>					
ARE YOU CURRENTLY EMPLOYED? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete below					
How long have you been employed?		Name of company:			
Address:					
City:		State:		Zip Code:	
Job Position:					
Work schedule (hours/Days)					
Supervisor's name:					
Earnings per week \$					
Previous work/volunteer experience <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name of Company:				Dates:	
Job/Volunteer Position:					

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

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

Date: _____

Referral and Application approved by CSW/DPO

☐ Yes ☐ No

CSW Signature: _____ Date: _____

Referral and Application approved by ILP Transition Coordinator ☐ Yes ☐ No

ILP Coordinator

Date:

Signature: _____

ATTENTION

1. All required documents must accompany the THPP Application to expedite the assessment process.
2. **Please delete reference to siblings in report(s), per WIC 827**

THPP Required Documents Prior to Interview

1. ☐ Original THPP Application (CSW or ILP Transition Coordinator to submit) Personal Statement, Page 4 (Youth to complete).
2. ☐ Current Psychological Evaluation and/or significant psychological information regarding the youth's mental health (CSW to submit).
3. ☐ Current Status Review Court Report, Transitional Independent Living Plan and Case Plan/Case Plan Update (CSW to submit).
4. ☐ Current Individualized Education Plan (IEP) or significant information regarding the youth's education plan (CSW to submit).
5. ☐ Current transcript, please include results of California High School Exit Exams, General Education Degree (GED) letter of verification, copy of high school diploma or GED if available. (Youth to submit).

THPP Required Documents Prior to Final Acceptance

6. ☐ Current Quarterly Report and Needs and Services Plan (if not included in quarterly report) or letter from placement, relative caregiver or foster care provider. Letter includes adjustment to placement, chores, school, behavior and interaction with adult and peers (CSW to submit).
7. ☐ Current Court-Ordered Psychotropic Medication Authorization Form (CSW to submit, IF YOUTH IS TAKING MEDS).
8. ☐ Reference letter of approval for youth to be assessed for the THPP (CSW to submit).
9. ☐ Copy of Social Security Card, California ID/DL, Birth Certificate and Independent Living Program (ILP) Certificate or current referral for ILP classes (CSW to submit).
10. ☐ School Status Report/Graduation Check from the school counselor (on letterhead) outlining the Youth's anticipated graduation date, how many credits earned, the number of credits required to graduate, and name of courses needed to satisfy the graduation requirements (Youth to submit).
11. ☐ DCFS 561 Medical, DCFS 561 Dental (CSW to submit).
12. ☐ Court Ordered visitation plan- Please list all court-ordered, monitored or unmonitored, weekly or overnight visits. Including name, relationship, number of visits per week, and contact information (CSW to submit).

EXHIBIT A-34
INTENTIONALLY LEFT BLANK

EXHIBIT A-35
INTENTIONALLY LEFT BLANK

AFTERCARE CONTACT FORM

☐ THPP☐ THPP-NMD

Date: _____

Reporting Period: <input type="checkbox"/> 90 Days <input type="checkbox"/> 180 Days <input type="checkbox"/> 12 Months <input type="checkbox"/> 18 Months <input type="checkbox"/> 24 Months		
Agency Name:	Exit Date:	
Participant:	Date of Birth (DD/MM/YYYY):	Age:

☐ Planned ☐ Unplanned

Employed at Exit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Enrolled in School at Exit (college, high school, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Destination at Exit:					
Destination Address at Exit:					
Cell Phone:		Email:			
Facebook User ID:		Instagram User ID:		Twitter User ID:	
Permanent Adult Connection Remain the Same: <input type="checkbox"/> Yes <input type="checkbox"/> No					
If marked Yes please write N/A if marked No please explain:					

Quarterly Attempts

Date of Contact:	Method of Contact:	Employed:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> F/T	<input type="checkbox"/> P/T
Describe Housing Status:						
<input type="checkbox"/> First Attempt <input type="checkbox"/> Second Attempt <input type="checkbox"/> Out Come:						
Date of Contact:	Method of Contact:	Employed:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> F/T	<input type="checkbox"/> P/T
Describe Housing Status:						
Date of Contact:	Method of Contact:	Employed:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> F/T	<input type="checkbox"/> P/T
Describe Housing Status:						
Date of Contact:	Method of Contact:	Employed:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> F/T	<input type="checkbox"/> P/T
Describe Housing Status:						
Comments:						

EXHIBIT A-37
PLACEHOLDER FOR
YOUTH REPRODUCTIVE HEALTH
AND PREGNANCY

EXHIBIT A-38
PLACEHOLDER FOR
CASEY PREGNANT AND PARENTING
ASSESSMENT

EXHIBIT A-39
DELETED

PART I – THPP-NMD SAMPLE CONTRACT

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

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

[Contractor Name]

CONTRACT NUMBER _____

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

AND

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

[Contract Start Date]

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

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EXHIBIT A: STATEMENT OF WORK

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Attachment I	Contractor's Administration
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Attachment L	User Complaint Report (UCR)
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EXHIBIT C: PRICING SCHEDULE

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

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

This Contract is made and entered into this _____ day of _____, 2020, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Services; and

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

WHEREAS, this contract shall provide services pursuant to the provisions of Welfare and Institutions Code (WIC) Section 11403.2 (a), (Federal Independent Living Program regulations and related State laws), the California Department of Social Services (CDSS) is designated to administer a statewide system of establishing a Transitional Housing Placement Program for Non-Minor Dependents in each county, including Los Angeles County; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS

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

2.0 DEFINITIONS

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

- 2.1 **Abuse** – means a situation in which a child suffers from any one or more of the following: 1) Serious physical injury inflicted upon the child by other than accidental means; 2) Harm by reason of intentional neglect or malnutrition or sexual abuse; 3) Going without necessary and basic physical care; 4) Willful mental injury, negligent treatment or maltreatment of a child under the age of 18 by a person who is responsible for the child's welfare under circumstances which indicate that the child's health or welfare is harmed or threatened thereby, as determined in accordance with regulations prescribed by the Director of Social Services; and 5) Any condition which results in the violation of the rights or physical, mental or moral welfare of a child or jeopardizes the child's present or future health, opportunity for normal development or capacity for independence.
- 2.2 **Agency** – means a licensee who has been COUNTY certified as a THPP-NMD provider.

- 2.3 **Bathroom** – means a private room with a door, located within a THPP-NMD Unit that includes a functional full-size sink, toilet and bathtub and/or shower.
- 2.4 **Budget** – means the agency’s itemized list of expenses that describes the use of the rate amount for THPP-NMD Participants that CONTRACTOR is required to provide on the State required Budget Form in the agency’s Program Statement.
- 2.5 **CalJOBS** – means the State of California employment website: www.caljobs.gov.
- 2.6 **California Department of Social Services (CDSS), Community Care Licensing Division (CCLD)** – means the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety, and quality of life of each person in community care through the administration of an effective collaborative regulatory enforcement system.
- 2.7 **Case Plan/Case Plan Update** – means a written document which identifies the appropriate type of home (i.e. foster care, group home) to meet the Participant’s placement needs and the COUNTY’S plan to ensure the Participant receives his/her required services while in foster care.
- 2.8 **Certified Employee** – means an employee or volunteer certified by a licensed THPP-NMD CONTRACTOR to assist in providing intensive Independent Living Skills training, counseling, and supervision to foster youth, who is issued a certificate of approval by the CONTRACTOR as meeting all requirements and regulations as defined herein. Certification by the CONTRACTOR authorizes the qualified employee/volunteer to have direct contact with THPP-NMD Participants when performing such activities as providing direct supervision, counseling, support and services to THPP-NMD Participant to meet the goals of each Participant’s Transitional Independent Living Plan (TILP).
- 2.9 **Chief Executive Office or Chief Executive Officer** – means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.10 **Children’s Health and Disability Prevention (CHDP) Program** – means a plan that provides immunizations and health screenings. CHDP services are limited to physical examinations, lab tests and immunizations. The program does not provide follow up treatment to conditions found in the examination, nor does it provide dental or vision services.
- 2.11 **Children’s Social Worker (CSW)** – means COUNTY employees that are responsible for the THPP-NMD Participant’s case plan, case plan updates,

TILP and various other responsibilities regarding the THPP-NMD Participant's care and well-being.

- 2.12 **Contract** – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.13 **CONTRACTOR** – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.14 **CONTRACTOR Program Director** – means the individual designated by CONTRACTOR who is responsible for managing all phases of the CONTRACTOR'S operations and interfacing with the COUNTY Program Manager relating to this Contract.
- 2.15 **Corrective Action Plan** – means a plan developed by the COUNTY Program Manager to meet deficiencies in the CONTRACTOR'S THPP-NMD program identified by the COUNTY Program Manager.
- 2.16 **COUNTY** – means the County of Los Angeles and includes the Department of Children and Family Services, and the Probation Department.
- 2.17 **COUNTY Program Manager** – means the COUNTY representative responsible for daily management of Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.18 **Day or Days** – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 2.19 **DCFS** – means COUNTY's Department of Children and Family Services.
- 2.20 **Decertified Employee** – means an employee or volunteer of the CONTRACTOR whose authorization to work directly with THPP-NMD Participants has been revoked by either the CONTRACTOR or COUNTY Program Manager. Decertified employees or volunteers are prohibited from having any further contact whatsoever with THPP-NMD Participants.
- 2.21 **Deputy Probation Officer (DPO)** – means Probation Officer(s) employed by the Probation Department who manages caseloads of youth under the supervision and custody of the Probation Department.
- 2.22 **Direct Care Staff** – means a CONTRACTOR'S Certified employees that provide care, training, supervision, tutoring or any other task or service that involves dealing directly with THPP-NMD Participants individually or as a

group. CONTRACTOR'S Direct Care Staff shall not take the place of required Social Work staff nor shall Direct Care Staff be solely responsible for the duties/responsibilities required of Social Work staff including but not limited to working directly with COUNTY CSW/DPO.

- 2.23 **Director** – means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- 2.24 **Extended Foster Care (EFC)** – means a program which allows California to extend foster care up to age 21 for young adults who meet the federal participation criteria for continued eligibility after age 18, including those served under a State-Tribe IV-E agreement and supervised by probation.
- 2.25 **Facility** – means all components of the THPP-NMD facility including administrative functions and the operation of the THPP-NMD unit.
- 2.26 **Fiscal Year(s)** – means the 12 month period beginning July 1st and ending the following June 30th.
- 2.27 **Good Standing** – means a provider shall not have a pattern of egregious deficiencies which may have resulted in corrective action or other administrative actions by the County or Community Care Licensing, and no substantiated allegations of abuse or neglect.
- 2.28 **Health and Education Passport Binder (HEP)** – means a binder that contains a summary of the THPP-NMD Participant's medical, psychological, and educational information.
- 2.29 **Host Family** – means a placement where the Participant lives with a caring adult who has been selected and approved by the CONTRACTOR. The Participant receives provider-based supportive services and the Host Family provides basic board and care for the Participant.
- 2.30 **Independent Living Program (ILP)** – means the program authorized under Title 42, Section 677(a)(1) of the U.S. Code (Social Security Act), for services and activities to assist children age 16 or older who are either a dependent (Welfare and Institutions Code Section 300) or a ward (Welfare and Institutions Code Sections 601 and 602) of the court to make the transition to independent living.
- 2.31 **ILP Transition Coordinator (ILP TC)** – means a Department of Children and Family Services and Probation Department's Youth Development Services Division staff who assist both pre-Transition and Transition Age Youth, ages 14 and over to prepare for adulthood.

- 2.32 **Licensee** – means the entity licensed by CDSS CCLD that has the authority and responsibility for the operation of the THPP-NMD facility for Non-Minor dependents.
- 2.33 **Manual of Policies and Procedures (MPP)** – means the regulations found in the Manual of Policies and Procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).
- 2.34 **Maximum Contract Sum** – means the total amount to be paid under this Contract.
- 2.35 **Monthly Allowance** – means the portion of the rate paid by the provider to each foster Participant participating in THPP-NMD.
- 2.36 **Neglect** – means the failure to provide a person with necessary care and protection. In the case of a Participant, the term refers to the failure of the CONTRACTOR to provide the care and protection necessary for the Participant's healthy growth and development. Neglect occurs when the Participants are physically or psychologically endangered.
- 2.37 **Non-Minor Dependent** – means a foster or probation youth who meets the criteria for participation EFC.
- 2.38 **One-Stop Career Center (One-Stop)** – means a publicly-funded resource for jobseekers and businesses to help individuals in their job search by providing career counselors, computers, reference material and job leads at each of their location. CONTRACTOR may locate the closes One-Stop in Los Angeles County via the Internet at: www.laworkforce.org.
- 2.39 **Participant** – means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- 2.40 **Permanent Adult Connection (PAC)** – means the person(s) a Participant has established a relationship with that is life-long and provides reliable support to the TAY.
- 2.41 **Placed Child or Placed Children** – means any child or children placed by the COUNTY receiving services from the CONTRACTOR pursuant to this Contract.
- 2.42 **Probation** – means COUNTY's Probation Department.
- 2.43 **Program** – means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

- 2.44 **Quality Assurance Plan** – means a system developed by CONTRACTOR, which defines all necessary measures taken by the CONTRACTOR to assure that the quality of the CONTRACTOR’S services will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.
- 2.45 **Remote Site Model** – means a single housing unit where the THPP-NMD Participant lives independently and where licensee staff do not live in the same building as the participant.
- 2.46 **Service Planning Area (SPA)** – means one of the eight geographic regions into which the County of Los Angeles has been divided for purposes of managing the delivery of County services.
- 2.47 **Single Site** – means a placement where the THPP-NMD Participant lives in an apartment, single family dwelling, or condominium rented or leased by the licensee, in which one or more adult employees reside and provide supervision.
- 2.48 **State** – means the government of California.
- 2.49 **Technical Review** – means a COUNTY evaluation of a CONTRACTOR’S THPP-NMD program to ensure effective implementation and Contract compliance.
- 2.50 **THPP** – means Transitional Housing Placement Program.
- 2.51 **Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD)** – means a community care facility licensed by the CDSS CCLD, and includes all components of the program that provides supervised housing and supportive services for eligible non-minor dependents.
- 2.52 **THPP-NMD Participant Record Folder (TPRF)** – means a folder that contains reports, case plan, case plan updates, medical records, data, and all other information or documents required for the THPP-NMD Participant.
- 2.53 **Transitional Housing Placement Program for Non-Minor Dependents Participant** – means a foster youth placed in a THPP-NMD Unit who also may be referred to as “Participant.”
- 2.54 **Transitional Housing Placement Program for Non-Minor Dependents Staff Residential Unit (THPP-NMD Staff Residential Unit)** – means a location or official home where ONLY the adult employee(s) of the CONTRACTOR and their child(ren), if applicable reside(s) as specified in Health and Safety Code Sections 1559.110(d)(2) and (3).

- 2.55 **Transitional Housing Placement Program for Non-Minor Dependents Unit** – means the residence where the THPP-NMD Participant(s) resides, and may also be referred to as “Unit.”
- 2.56 **Transitional Independent Living Plan (TILP)** – means a written service delivery plan that identifies the Participant’s current level of functioning, emancipation goals and the specific skills needed to prepare the Participant to live independently upon leaving foster care.

3.0 FUNDING FOR THE CONTRACT

- 3.1 Transitional Housing Placement Program for Non-Minor Dependents is funded by Title IV-E Aid to Families with Dependent Children-Foster Care (AFDC-FC). CONTRACTOR must maintain eligibility for payment for AFDC-FC funding source.
- 3.2 Failure to maintain eligibility for payment from AFDC-FC funding sources is a material breach. (See Part II, Section 50.0, Termination for CONTRACTOR’S Default, subparagraph 50.1.1.)

4.0 TERM

- 4.1 The term of this Contract shall commence on January 1, 2019, or the date of execution by the Director of Children and Family Services and the Chief Probation Officer, whichever is later, and shall expire on December 31, 2019, or one year after the date of execution, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 4.2 COUNTY shall have the sole option to extend the Contract term for up to two additional one-year periods for a maximum total Contract term of three years. Each such option and extension shall be exercised at the sole discretion of the Director and Chief Probation Officer, by written notice to the CONTRACTOR, provided that approval of County Counsel is obtained prior to any such extension.
- 4.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 4.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event,

CONTRACTOR shall send written notification to the COUNTY Program Manager.

- 4.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the Contract term, after CEO approval, for a period not to exceed six (6) months beyond December 31, 2021, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

5.0 CONTRACT SUM

- 5.1 COUNTY and CONTRACTOR agree that in the event the State of California fails to pay the COUNTY claim for THPP-NMD services provided by the CONTRACTOR, the COUNTY is not financially liable to the CONTRACTOR.
- 5.2 COUNTY and CONTRACTOR agree that the payments referenced in this Contract are based on rates established by California Department of Social Services (CDSS), Foster Care Rates Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in this Contract and in the Statement of Work (Exhibit A), for each placed Non-Minor Dependent (NMD), at the Transitional Housing Placement Program for Non-Minor Dependents rate(s) established for placements at the site(s) covered by this Contract.
- 5.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment or reimbursement for tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 5.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 5.5 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit D, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 5.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract.
- 5.6.1 Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon.
- 5.6.2 The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This budget is attached hereto and incorporated by reference herein as Exhibit D, Line Item Budget.

6.0 INDEMNIFICATION

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

7.0 INSURANCE REQUIREMENTS

7.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsections 7.1 and 7.15 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

- 7.1.1 Evidence of Coverage and Notice to COUNTY: Certificates of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of the Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract. Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR or Subcontractor insurance policies at any time.

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

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

Certificates and copies of required endorsement shall be sent to:

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

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Subcontractors which

arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

- 7.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability, Professional Liability, and Sexual Conduct Liability policies with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- 7.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 7.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 7.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 7.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary

with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

- 7.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 7.8 Subcontractor Insurance Coverage Requirements: CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.
- 7.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 7.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 7.11 Application of Excess Liability Coverage: CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 7.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

- 7.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 7.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.
- 7.15 Insurance Coverage Requirements:
- 7.15.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:
- | | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |
- 7.15.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 7.15.3 **Workers' Compensation and Employer's Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

7.15.4 **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

7.15.5 **Professional Liability:** Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.0 INVOICES AND PAYMENTS

8.1 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

8.2 CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) THPP-NMD rates, or for a Vendor contracted by a Regional Center, authorization for payment with AFDC-FC funds throughout the term of the Contract. A copy of the current rate letter shall be included in the Program Statement. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Transitional Housing Placement Plus Foster Care Rates established by the CDSS Foster Care Funding and Rates Bureau.

8.3 The monthly rate is the current rate established by the CDSS Foster Care Funding and Rates Bureau for THPP-NMD Participants.

8.4 CONTRACTOR shall complete and submit vouchers in arrears for services rendered in the previous month. All vouchers shall be received within five (5) days of the last day of the previous month. Vouchers for DCFS shall be sent to:

Department of Children and Family Services
Vendor Voucher Validation Unit
P.O. Box 368
Glendora, CA 91740-0368

8.5 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining

the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index>.

- 8.6 In addition to the requirements in Exhibit A, SOW, CONTRACTOR shall notify the DCFS Foster Care Payment Hotline at (800) 697-4444 for DCFS children or the Probation Unit at (323) 226-8600 for Probation children within 24 hours whenever a Placed Child leaves CONTRACTOR's program. Prior to a Probation youth being moved from one site/home to another, an authorization letter signed by the Central Placement Director must be received from Probation.
- 8.7 CONTRACTOR agrees placement lasting less than a full month shall be prorated. Placement shall commence the Day the child is placed with CONTRACTOR and terminate the day before the Placed Child is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child, CONTRACTOR shall document COUNTY Worker's agreement to pay for the open bed in the Placed Child's record and shall request a written faxed confirmation from COUNTY Worker. DCFS will not pay for an open bed for a period in excess of seven (7) Days. Probation will not pay for an open bed for a period in excess of three (3) Days.
- 8.8 Should CONTRACTOR, after having a THPP-NMD Participant admitted to a psychiatric or medical hospital, unilaterally decide not to take the participant back, all foster payments made to CONTRACTOR to keep the space available for that THPP-NMD participant shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.
- 8.9 CONTRACTOR shall notify COUNTY, within thirty (30) days of the receipt of any payment that is incorrect. Notification must be made by completing the Payment Resolution Notification Form (Cov 71) (Exhibit B, Attachment P) and faxing it to (626) 691-1136, or emailing it to PRU@DCFS.LACOUNTY.GOV. Interest charges may be assessed from the 30th day following identification and written confirmation by the COUNTY of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor-Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.
- 8.10 COUNTY will resolve payment discrepancies within thirty (30) days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within 30 days of written notice of payment resolution to CONTRACTOR.

- 8.11 In the event that COUNTY identifies an excess payment made to CONTRACTOR, including but not limited to excess payments for clothing allowance, vouchers submitted after placement termination, and/or any other excess funds issued by COUNTY on behalf of Placed Children during the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. In addition, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

Fiscal Monitoring and Special Payments Section
Administrative Services Manager III
425 Shatto Place, Room 304
Los Angeles, CA 90020

- 8.12 CONTRACTOR is responsible for the accuracy of vouchers submitted to COUNTY. It is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the vouchers submitted and to notify COUNTY within thirty (30) Days of the receipt of any payment that is incorrect.

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

8.12.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR shall notify COUNTY by written notice and upon written confirmation by COUNTY of the excess payment amount, CONTRACTOR shall return all excess payments within thirty (30) Days to:

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

And a duplicate copy of the notices/payment to:

County of Los Angeles
Department of Children and Family Services
Attention: THPP-NMD Program Manager
3530 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90010

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

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

8.12.4 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP within five (5) calendar days.

8.13 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

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

8.15 Intentionally Left Blank

8.16 In the event COUNTY discovers that an Overpayment has been made to CONTRACTOR, which is a payment on behalf of a child to which CONTRACTOR was not entitled, as governed by MPP 45-304 through 45-306, during the contract term or discovered within five years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.

8.16.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY,

CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231(a)-(b).

- 8.16.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing or State Fair Hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.
- 8.16.3 If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. CONTRACTOR, if foregoing an informal hearing, must request the State Fair Hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.
- 8.16.4 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the Contract, by and between COUNTY and CONTRACTOR.
- 8.16.5 In matters involving Overpayments, governed by MPP 45-304 through 45-306, and if the amount is determined collectible, CONTRACTOR will have thirty (30) Days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forego an informal hearing and request a State Fair Hearing within ninety (90) Days from the date of COUNTY'S mailing of State Form Notice of Action 1261. If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Failure to meet the respective time periods to request a hearing, either informal or

formal, shall foreclose requests for due process set forth in MPP 45-306.1 through .3, and will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66, inclusive, including the implementation of additional contractual actions set forth in this Contract.

8.16.6 With regards to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.

8.17 The COUNTY may, at its discretion, implement an alternative payment system to replace the current voucher payment system. Any changes to the payment system will be discussed with the CONTRACTOR prior to implementation.

8.18 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

9.0 BACKGROUND AND SECURITY INVESTIGATIONS

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

9.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

9.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.

- 9.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Subsection shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 9.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 9.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

10.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS

- 10.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to Sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records pertaining to the treatment or supervision of the child shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Place Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the placed child's confidentiality.

- 10.1.1 If CONTRACTOR'S staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.

- 10.1.2 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 10.2 CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 10.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, Contractor Acknowledgement and Confidentiality Agreement.
- 10.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, Contractor Employee Acknowledgement and Confidentiality Agreement. CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, Contractor Non-Employee Acknowledgement and Confidentiality Agreement. CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 10.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 10.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 10.8 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or

subcontractors, to comply with this Subsection 10.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Subsection 10.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

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

10.10 Confidentiality Requirements for Probation

10.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05 and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

10.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign, Attachment N, Confidentiality of CORI Information, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to COUNTY Program Manager (Probation) within five (5) business days of start of employment.

11.0 CONTRACTOR'S STAFF IDENTIFICATION

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

12.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 12.1 This Contract is subject to the provisions of the COUNTY ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 12.2 COUNTY's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.
- 12.3 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 12.4 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 12.5 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 12.5.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
 - 12.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
 - 12.5.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

- 12.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

13.0 USE OF FUNDS

- 13.1 All uses of funds paid to and Expended by CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY. Upon notice by CONTRACTOR, COUNTY will, upon verification by COUNTY, reduce the audit disallowance claimed by COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by COUNTY's audit.
- 13.2 CONTRACTOR shall be organized and operated as a Federal Tax Exempt (if applicable) and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 13.3 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the County current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B, Attachment E).
- 13.4 CONTRACTOR shall Expend THPP-NMD funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THPP-NMD participants. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400 and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B, Attachment E). Any THPP-NMD funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlines in Part II, Standard Terms and Conditions Section 39.0, Notice of Dispute.

- 13.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of THPP-NMD funds, paid to and expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THPP-NMD participants, and to determine the appropriate disposition of unallowable expenditures.
- 13.6 Total accumulated unexpended funds (TAUF) shall include: 1) CONTRACTOR'S un-expended funds; and 2) CONTRACTOR'S accumulated, unexpended THPP-NMD funds received from COUNTY between January 1, 2019, and the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to January 1, 2019. CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit E).
- 13.7 At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than one month budgeted revenues for COUNTY'S THPP-NMD Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of THPP-NMD participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR'S TAUF, at the end of June 30, of each year the Contract is in place exceeds the TAUF Ceiling, CONTRACTOR shall return to COUNTY a Cashier's check with the Semi-Annual Report to:

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

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

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor 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 the Contract. The local agency procedures referred to in Subsections 14.2,

14.3, and 14.4 are internal DCFS procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit B, Attachment M, DCFS/Probation THPP and THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.1 Corrective Action Plan

When DCFS reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS may require CONTRACTOR to provide a Corrective Action Plan (CAP) and DCFS and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit B, Attachment M, DCFS/Probation THPP and THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures

14.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of children 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 reasonably believes, in its sole discretion, 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 noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation THPP and THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR Status), when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which

the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation THPP and THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

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

14.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Subsection 14.1, and as further described in Exhibit B, Attachment M, DCFS/Probation THPP and THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit B, Attachment M, DCFS/Probation THPP and THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

14.5 Notice Requirements

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

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as

described in Exhibit B, Attachment M) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit B, Attachment M, DCFS/Probation THPP and THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures).

14.6 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS local agency policies and procedures (please refer to Exhibit B, Attachment M) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part II, Standard Terms and Conditions, Section 39.0, Notice of Dispute

14.7 Termination Status

Nothing herein shall preclude the COUNTY from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default. COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS local agency grievance policies and procedures will occur.

15.0 FINANCIAL REPORTING

- 15.0 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Revenue and Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator.
- 15.1 The Semi-Annual Revenue and Expenditure Report shall be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.
- 15.2 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 15.3 In the event that the expenditure report is not filed timely, COUNTY may limit additional THPP-NMD participants.

- 15.4 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

16.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS

- 16.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.
- 16.2 Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.
- 16.3 CONTRACTOR shall for any Real Property, land, or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase including Capital Leases as defined by Generally Accepted Accounting Principles, (GAAP), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 13.0, Use of Funds, Subsection 13.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by certified mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.
- 16.4 Upon obtaining COUNTY's prior written approval, the items referenced in Subsection 16.3 may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Subsection 16.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's

prior written approval, as described in Subsection 16.2 and 16.3, shall be deemed owned by CONTRACTOR.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

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

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

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

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

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

- 2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

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

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

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

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

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

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

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

7.4.4 Prior CEO 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

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

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

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

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

11.0 COMPLAINTS

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

- 11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- 11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.
- 11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.
- 12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

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

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

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

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

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

14.1.2 For purposes of this section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this subsection shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception

status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “Contractor” or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that CONTRACTOR continues to qualify for an exception to the Program.

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

15.0 CONDUCT OF PROGRAM

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

16.0 CONFLICT OF INTEREST

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

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes

aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this section shall be a material breach of this Contract.

17.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

17.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

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

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 21.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 21.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors, finds in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a

recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 21.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

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

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

23.0 CONTRACTOR'S WORK

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

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

24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

26.0 EMPLOYEE BENEFITS AND TAXES

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

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 27.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

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

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

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

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

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

28.2 Default for Insolvency

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

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

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 Other Events of Default

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

29.0 FAIR LABOR STANDARDS

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

30.0 FORMER FOSTER YOUTH CONSIDERATION

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

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

30.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

30.3 CONTRACTOR is exempt from the provisions of this section if it is a governmental entity.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

32.0 INDEPENDENT CONTRACTOR STATUS

- 32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-2, CONTRACTOR Employee Acknowledgement and Confidentiality Agreement. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement.

33.0 LIQUIDATED DAMAGES

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or

deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

- 33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-I, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five (5) days' notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 33.3 The action noted in Subsection 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 33.4 This subsection shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subsection 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

35.0 MOST FAVORED PUBLIC ENTITY

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

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.
- 36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws

and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

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

38.0 NOTICE OF DELAYS

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

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the

performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

41.0 NOTICES

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

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

43.0 PROPRIETARY RIGHTS

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

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize

others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 43.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Subsection 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Subsection 43.4 for:
 - 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 43.3;
 - 43.5.2 Any materials, data and information covered under Subsection 43.2; and
 - 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data

security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

- 43.8 The provisions of Subsections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

- 44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

- 45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- 45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

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

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.
- 46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

47.0 RECYCLED BOND PAPER

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

48.0 SAFELY SURRENDERED BABY LAW

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

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's

Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

49.0 SHRED DOCUMENT

49.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

49.2 Documents for record and retention purposes in accordance with Subsection 46.2 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

50.1.1 CONTRACTOR has materially breached this Contract;

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

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

50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Subsection 50.1, the COUNTY may procure, upon such terms

and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

- 50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this subsection, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 50.4 If, after the COUNTY has given notice of termination under the provisions of this section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this section or that the default was excusable under the provisions of Subsection 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Subsection 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Subsection 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of

liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

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

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the

CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

53.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

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

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

56.0 TIME OFF FOR VOTING

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

57.0 VALIDITY

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

58.0 WAIVER

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

59.0 WARRANTY AGAINST CONTINGENT FEES

59.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or

selling agencies maintained by the CONTRACTOR for the purpose of securing business.

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

60.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

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

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

62.0 DATA ENCRYPTION

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

- 62.1 Stored Data

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

62.2 Transmitted Data

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

62.3 Certification

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

63.0 **COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

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

64.0 **COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further

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

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

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

Name of Agency

By: _____

Name: _____

Title: _____

By: _____
Terri L. McDonald
Chief Probation Officer
Probation Department

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

BY _____
David Beaudet, Senior Deputy County Counsel

PART J – THPP-NMD STATEMENT OF WORK

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

EXHIBIT A

STATEMENT OF WORK

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

REFER TO ATTACHMENT A OF ADDENDUM NUMBER ONE

County of Los Angeles
Department of Children and Family Services

PART K – EXHIBITS/ATTACHMENTS TO SAMPLE CONTRACTS

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | | |
|----|---|---------|--------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. | YES [] | NO [] |
| 2. | The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force. | YES [] | NO [] |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | YES [] | NO [] |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [] | NO [] |

Name of Firm

Print Name and Title

Authorized Signature

Date

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: _____

(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES

Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor shall ensure that this certification is executed and kept in employee's personnel file and must be provided to the County upon request. (Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor shall ensure that this certification is executed and kept in non-employee's file and must be provided to the County upon request. (Work by the non-employee cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT E

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 **BASIS OF ACCOUNTING**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns

- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor name and date
- Checks – number
- Vouchers – number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards,

including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 **DISBURSEMENTS**

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross-referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as prescribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100 percent of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. **COST PRINCIPLES**

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100 percent of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the

payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less Capital expenditures	<u>10,000</u>
Allocable indirect costs	\$240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.



Department of the Treasury
Internal Revenue
Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment

Certificate, is no longer in use.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

“Contractor Employee Jury Service”

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

Small Business. This chapter shall not be applied to any contractor that meets all of the following:

Has ten or fewer employees during the contract period; and,

Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,

Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROGRAM DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

DCFS PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

DCFS CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

PROBATION PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

PROBATION CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION**YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

 Signature

 Date

 Name and Title (please type or print)

**USER COMPLAINT REPORT
THPP-NMD SERVICES**

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

Date of Report: _____ DCFS User Name: _____
DCFS Office Address: _____
Phone No. _____ E-mail Address: _____
Date(s) of Incident(s): _____

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

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

To report an urgent/serious problem, call the THPP-NMD Program Manager at tel. no. (213) 351-0120.

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

**Department of Children and Family Services/Probation Department
Transitional Housing Placement Program (THPP) and/or
Transitional Housing Placement Program
For Non-Minor Dependents (THPP-NMD)
Investigation/Monitoring/Audit Remedies and Procedures**

THPP AND/OR THPP-NMD CONTRACT
INVESTIGATION/MONITORING/AUDIT REMEDIES AND PROCEDURES

These internal policies and procedures are attached to the Transitional Housing Placement Program (THPP) and/or Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Contracts to inform CONTRACTORS of Department of Children and Family Services' (DCFS) and the Probation Department's (Probation) investigation, monitoring, and audit remedies and procedures. These policies and procedures are subject to revision by DCFS and the Probation, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS and Probation may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer (DNR) and Do Not Use (DNU) actions must be approved by DCFS' Director or the Probation's Chief Probation Officer or his or her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable, or discriminatory.

DCFS and Probation are responsible for monitoring and investigating, as a whole, all facilities licensed by Community Care Licensing Division (CCLD) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation, or for administrative, programmatic or fiscal non-compliance.

During the normal course of its compliance monitoring or as the result of an investigation, DCFS or Probation may take action, when necessary, to protect placed children in these facilities, including requesting immediate corrective action, placing the CONTRACTOR on Hold, Administrative Hold, DNR, or DNU status. Staff may recommend a corrective action plan, Hold, Administrative Hold, DNR, or DNU Status, regardless of whether law enforcement or CCLD take similar action.

The County of Los Angeles Auditor-Controller is also responsible for completing fiscal review audits of CONTRACTORS. Fiscal review audit findings are not addressed in this Exhibit N, except to the extent discussed below or specifically referenced in other parts of the Contract. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

A. Administrative Remedies

DCFS and Probation may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse and neglect in out-of-home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS and Probation reasonably determines that a CONTRACTOR's noted non-compliance is correctable; a CAP shall serve as the CONTRACTOR's commitment to resolve noted areas or items of non-compliance.
2. **Administrative Hold** – After providing the CONTRACTOR with a 15 business day Notice of Intent to place CONTRACTOR on an Administrative Hold, if during which time the CONTRACTOR cannot demonstrate its resolution of the issues, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on an Administrative Hold status, for up to a 45-day period. Administrative Holds are for administrative, programmatic, and fiscal non-compliance issues requiring immediate resolution that are not related to child safety.

Limited to an additional 45 days, an Administrative Hold status may be extended for extenuating circumstances beyond the control of DCFS and Probation, with the understanding that the extension of the Administrative Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee.

3. **Investigative Hold Status** - COUNTY retains the right to temporarily suspend referrals of

children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during an investigation, monitoring, or audit, when based on prima facie evidence, DCFS or Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS and Probation, with the understanding that the extension of Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or non-compliance with a significant administrative, fiscal, or programmatic requirement of the Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Section 14.0 of the THPP and THPP-NMD Contracts. A Hold request must be approved by a Division Chief, or Bureau Chief.

4. **Do Not Refer (DNR) Status** - DNR refers to the suspension of new DCFS and Probation placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 14.1 of the THPP and THPP-NMD Contracts, and as further described in this Attachment. A DNR recommendation must be approved by a Deputy Director or a Deputy Chief.
5. **Do Not Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. DNU Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 14.1 of the THPP and THPP-NMD Contracts, and as further described in this Attachment. A DNU recommendation must be approved by a Deputy Director or a Deputy Chief.
6. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief or a Bureau Chief.

B. Corrective Action Plan (CAP) Procedures

1. Any verbal notice that is given to CONTRACTOR to make needed corrections, requested by DCFS or Probation, that requires immediate action to resolve child safety issues (including safety of Non-Minor Dependents) shall include specific due dates, not to exceed beyond three calendar days. DCFS or Probation will provide written confirmation of the requested corrective action within three business days.
2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR's proposed CAP to DCFS and Probation within 30 calendar days from receipt of the written confirmation from DCFS or Probation (Contractor Notification Letter); the timeframe depends on the nature of the non-compliance. The CONTRACTOR's CAP is reviewed and approved by DCFS and Probation within 15 business days.

3. The CAP must address each finding made in the Contractor Notification Letter. An appropriate CAP identifies the noted non-compliance, includes a brief statement of the estimated root-cause and includes the detailed action that will be implemented to correct the noted non-compliance. This is followed by an explanation of how the corrective action will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and the CONTRACTOR's plan to prevent subsequent repeated instances of the same non-compliance or inappropriate action. The CAP should include the requisite timeframes necessary for full implementation and identify the title(s) of the CONTRACTOR's staff that will insure the corrective actions are implemented. The CAP should also include the CONTRACTOR's internal Quality Assurance or Continuous Improvement Process to allow for an appropriate adjustment of CONTRACTOR's policies, procedures as necessary and when the CONTRACTOR will complete its internal root-cause analysis as necessary. A CAP addendum will be required if the CAP does not adequately address all issues.
4. DCFS or Probation (or together if necessary) will conduct follow-up to assess for implementation of CONTRACTOR's approved CAP. This may include where necessary, unannounced visits to the THPP and THPP-NMD sites, and if necessary to other CONTRACTOR locations to verify the corrective action implementation. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing.
5. A Hold, DNR, or DNU Status may be imposed at the discretion of DCFS or Probation, if the requested corrective action is not implemented and maintained or if the CONTRACTOR does not submit an approved CAP or CAP addendum within the agreed-upon timeframes.

C. Administrative Hold Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail 15 business days prior to the effective date of DCFS or Probation's (or both) intention to place CONTRACTOR on an Administrative Hold for Administrative reasons not related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the Notice of Intent letter to place the CONTRACTOR on Administrative Hold.
2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Probation Director, Probation Senior Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS, Probation, and CONTRACTOR will have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS or Probation during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. The authorization or the approval must be in writing from the Court. DCFS and Probation will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the Review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Probation, Auditor-Controller, or CCLD personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Children's Administrator III, Assistant Regional Administrator, Director, or higher level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS or Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Review Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS or Probation obtains information which leads them to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold, DNR, or DNU Status no longer applies, DCFS and Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

D. Investigative Hold, Do Not Refer (DNR), and Do Not Use (DNU) Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail within 72 hours of DCFS or Probation's (or both) decision to place CONTRACTOR on an Investigative Hold, Hold, DNR, or DNU for reasons related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the written notice of placement on an Investigative Hold, Hold, DNR, or DNU. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold, DNR, or DNU Status. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the

date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS, Probation, and CONTRACTOR will have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS and Probation during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. The authorization or the approval must be in writing from the Court. DCFS and Probation will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the Review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Probation, Auditor-Controller, or CCLD personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Children's Administrator III, Assistant Regional Administrator, Director, or higher level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS and Probation with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 72 hours of the Review Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS or Probation obtains information which leads them to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold, DNR, or DNU Status no longer applies, DCFS and Probation shall act as expeditiously as possible to remove CONTRACTOR from such status.

Revised 1/9/2018

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

PAYMENT RESOLUTION NOTIFICATION

INSTRUCTIONS:

Complete one request per minor

FAX to the DCFS Payment Resolution Unit at (626) 691-1136

Mail to Revenue Enhancement at 725 S. Grand Ave., Glendora, CA 91740

An annotated copy will be returned for your records when the payment discrepancy is resolved

VENDOR INFORMATION		PAYMENT DISCREPANCY
Date of Request		Payment Months in question
Vendor or Name		<input type="checkbox"/> Incorrect rate <input type="checkbox"/> Birth date rate change <input type="checkbox"/> First payment was not received <input type="checkbox"/> Start date discrepancy <input type="checkbox"/> Stop date discrepancy <input type="checkbox"/> Clothing Allowance <input type="checkbox"/> Other payment problems
Vendor Number		
Contact Person		
Telephone Number		
<u>CHILD'S INFORMATION</u>		
Child's Name		
Child's Birth date		
Child's Case Number		
<u>PLACEMENT INFORMATION</u>		
To expedite your payment request please answer the following information:		
The child was placed by: <input type="checkbox"/> DCFS <input type="checkbox"/> Probation		<u>RESOLUTION/COMMENTS</u> Completed by DCFS Staff
Did you receive a Blue Placement Packet from the CSW? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Have you ever received a payment for this child? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Did you send in a voucher for requested payment? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Rate Amount: _____		
Beginning Date of Placement: _____		
Ending Date of Placement: _____		

Eligibility Worker: _____ Date: _____

Telephone Number: _____

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City: Los Angeles	State: CA	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Transitional Housing Placement Program and Transitional Housing Placement Program for Non-Minor Dependents Services		

CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

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

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

 Contractor's Name

 Contractor's Official Title

 Official's Signature

**PLACEHOLDER FOR
CDSS TRANSITIONAL HOUSING PLACEMENT PROGRAM
OR TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS
RATE NOTIFICATION LETTER**

ATTACHMENT T

**PLACEHOLDER FOR
THPP-NMD PLAN OF OPERATION**

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

PART L – THPP/THPP-NMD PLAN OF OPERATION GUIDELINES

Prospective providers must submit a Plan of Operation, with a copy of their Transitional Housing Placement Program (THPP) or Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) license. All prospective providers must have a license from the Community Care Licensing Division of the California Department of Social Services to provide the services indicated in the Plan of Operation. The cover of the Plan of Operation should clearly indicate which program it is for. The cover of the Plan of Operation must include the name, phone number, and e-mail address of the agency representative that can answer any questions pertaining to the Plan of Operation. Moreover, prospective providers must incorporate the following items into developing its Plan of Operation:

All prospective providers must submit a Plan of Operation for each program it intends to provide services for; Transitional Housing Placement Program (THPP) and/or Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD). Prospective providers, who have submitted their Plan of Operation and received an approval letter from Los Angeles County, must submit two copies of their approval letter along with two copies of their Plan of Operation. Prospective providers who have received an approval letter from another County must submit two copies of their approval letter along with two copies of their Plan of Operation. The cover of the Plan of Operation should clearly indicate which program it is for. The cover of the Plan of Operation must include the name, phone number, and e-mail address of the agency representative that can answer any questions pertaining to the Plan of Operation. Moreover, prospective providers must incorporate the following items into developing its Plan of Operation:

- The Plan of Operation must clearly show how the provider will deliver the services outlined in the Statement of Work and comply with all applicable rules and regulations.
- The Plan of Operation must include all sections described in California Code of Regulations (CCR) Title 22, Division 6, Chapter 1, Section 80022 and Chapter 7, Section 86022.
- Plan of Operations for THPP-NMD must also include all sections described in CCR Title 22, Division 6, Chapter 7, Sub-chapter 1, Section 86122.
- Prospective providers may opt to use a template developed by other entities, such as John Burton Foundation, but it is the responsibility of the prospective provider to ensure all necessary elements are included.
- County will contact prospective providers with any questions related to their submitted Plan of Operation and request changes as needed. In order to be considered, requested changes must be made promptly and within the requested timeframe.
- The Plan of Operation shall, at a minimum, include:
 - A. Statement of purposes and program methods and goals, including housing model to be offered. If Plan of Operation is for THPP-NMD, a statement regarding prospective providers intent to accept non-minor dependents.
 - B. How the services will assist in preparing a youth for transitioning from foster care.
 - C. Statement of admission policies and procedures regarding acceptance of clients.
 - D. Copy of admission agreement.

- E. Administrative organization.
- F. Staffing plan, qualification and duties, including staffing ratio.
- G. Plan for in-service education of staff.
- H. A sketch of buildings to be occupied, including a floor plan which describes the capacities of the buildings for the uses intended, room dimensions, and a designation of the rooms to be used for nonambulatory clients, if any. If sites have yet to be secured, that should be stated with regards to this item.
- I. A sketch of the grounds showing buildings, driveways, fences, storage areas, pools, gardens, recreation areas and other space used by clients (include the dimensions of all areas which will be used by the clients).
- J. Transportation arrangements for clients who do not have independent arrangements.
- K. A statement whether or not the licensee will handle the client's money, personal property, finances (refundable and non-refundable), and/or valuables.
- L. Consultant and community resources to be utilized by the facility as part of its program.
- M. A statement of the policy concerning family visits and other communications with the client pursuant to Health and Safety Code Section 1512.
- N. Policies for admitting or caring for clients with a restricted health condition specified in CCR Section 80092.
- O. Statement if intending to admit or care for clients who rely upon others to perform all activities of daily living and demonstrate the ability to care for these clients.
- P. Statement if intending to admit and/or specialize in care for clients who have a propensity for behaviors that result in harm to self or others and description of precautions that will be taken to protect clients.
- Q. The street address and mailing address, if different, for the administrative office and sub administrative office; street address for staff residential unit(s) if applicable; and the participant living units.
- R. Business telephone number and the 24-hour emergency telephone number.
- S. Complete job descriptions of all employees, including number of staff, classification, qualifications and duties, information regarding lines of authority and staff responsibilities.
- T. A comprehensive program statement including: program goals; description of youth to be served; admission criteria as specified in Welfare and Institutions Code Section 16522.1(a); staff training plan; detailed plan for monitoring participants; procedures for responding to complaints and emergencies on a 24-hour basis; allowance procedures; procedures for monitoring utilities and telephone and consequences for participants who are unwilling or unable to meet their financial obligations or whose behavior is disruptive to the program and infringes on the rights of other participants in the program; program policies as specified in WIC Section 16522.1(h); description of participant living unit furnishings, and policy regarding disposition of furnishings when participant completes the program; procedures for evaluating the participant's progress;

description of linkages with Job Training Partnership Act programs; contract to be used between provider and participant that includes the rights and responsibilities of each party.

- U. Procedures for the development, review, implementation and modification of the needs and services plan for participants.

PART M – APPENDICES

LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Part D, Form 16, Charitable Contributions Certification).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/> and statewide, the California Association of Nonprofits, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this subsection of this Appendix B is for informational purposes only. Nothing contained in this subsection shall be construed as an endorsement by the County of Los Angeles of such organizations.

QUESTIONS AND ANSWERS

REFER TO ATTACHMENT D OF ADDENDUM NUMBER ONE

PLAN OF OPERATION SUBMISSION GUIDELINES

REFER TO ATTACHMENT E OF ADDENDUM NUMBER ONE