



**DEPARTMENT OF CHILDREN  
AND FAMILY SERVICES**

**REQUEST FOR PROPOSALS**

**(RFP # 22-0060)**

**FOR**

**TRANSITIONAL HOUSING PROGRAM-PLUS  
(THP-PLUS) SERVICES**

<b>SOLICITATION INFORMATION .....</b>	<b>4</b>
<b>1.0 INTRODUCTION.....</b>	<b>4</b>
<b>2.0 PURPOSE.....</b>	<b>5</b>
2.1 Statement of Work .....	5
2.2 Sample Contract: County Terms and Conditions.....	6
<b>3.0 MINIMUM MANDATORY REQUIREMENTS .....</b>	<b>7</b>
<b>4.0 COUNTY’S RIGHTS AND RESPONSIBILITIES .....</b>	<b>8</b>
4.1 Representations Made Prior to Contract Execution.....	8
4.2 Final Contract Award by the Board of Supervisors .....	8
4.3 County’s Option to Reject Proposals .....	8
4.4 County’s Right to Amend Request for Proposals.....	9
4.5 Background and Security Investigations.....	9
4.6 County’s Quality Assurance Plan.....	9
<b>5.0 NOTIFICATIONS TO PROPOSERS.....</b>	<b>10</b>
5.1 Public Records Act.....	10
5.2 Contact with County Personnel.....	11
5.3 Mandatory Requirement to Register on County’s WebVen .....	11
5.4 Protest Policy Review Process .....	11
5.5 Injury and Illness Prevention Program .....	12
5.6 Confidentiality and Independent Contractor Status .....	12
5.7 Conflict of Interest.....	12
5.8 Determination of Proposer Responsibility.....	13
5.9 Proposer Debarment.....	14
5.10 Adherence to County’s Child Support Compliance Program .....	14
5.11 Improper Considerations.....	15
5.12 Notice to Proposers Regarding the County Lobbyist Ordinance .....	15
5.13 Consideration of GAIN- START Participants for Employment .....	16
5.14 Jury Service Program .....	16
5.15 Pending Acquisitions/Mergers by Proposing Company .....	17
5.16 Proposer’s Charitable Contributions Compliance .....	17
5.17 Defaulted Property Tax Reduction Program.....	18
5.18 Proposer’s Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking.....	19
5.19 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT).....	19

5.20	Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices .....	20
5.21	Prohibition from Participation in Future Solicitation(s) .....	20
5.22	Community Business Enterprise (CBE) Participation .....	20
5.23	Contribution and Agent Declaration .....	21
<b>6.0</b>	<b>INTENTIONALLY OMITTED .....</b>	<b>22</b>
<b>7.0</b>	<b>BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION .....</b>	<b>22</b>
7.1	Truth and Accuracy of Representations.....	22
7.2	Proposers’ Question .....	22
7.3	Proposers’ Conference .....	22
7.4	Preparation of the Proposal .....	23
7.5	Proposer’s Approach to Provide Required Services .....	27
7.6	Quality Control Plan .....	28
7.7	Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions .....	29
7.8	Business Proposal Requirements and Evaluation Criteria (80%).....	30
7.9	Required Forms and Corporate Documents .....	32
7.10	Cost Proposal Format and Evaluation Criteria.....	33
7.11	Firm Offer-Withdrawal of Proposal.....	34
7.12	Proposal Submission .....	34
<b>8.0</b>	<b>SELECTION PROCESS OVERVIEW .....</b>	<b>35</b>
8.1	Selection Process .....	35
8.2	Evaluation of Business and Cost Proposals .....	35
8.3	Adherence to Minimum Requirements (Pass-Fail) .....	35
8.4	Determination of Highest-Overall Rated Proposer.....	36
<b>9.0</b>	<b>PROTEST PROCESS OVERVIEW .....</b>	<b>36</b>
9.1	Solicitation Requirements Review .....	36
9.2	Disqualification Review .....	37
9.3	Department’s Proposed Contractor Selection Review .....	38
9.4	County Independent Review.....	40

**APPENDICES:**

- A Sample Contract:** Identifies the terms and conditions in the Contract.
- B Required Forms:** Forms that must be completed and included in the proposal.

- C Transmittal Form to Request a Solicitation Requirements Review:**  
Transmittal sent to Department requesting a Solicitation Requirements Review.
  
- D Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
  
- E THP-Plus Certification Provider Plan Information:**
  - E1 THP-Plus Certification Provider Plan Guidelines**
  - E2 THP-Plus Certification Instructions**
  - E3 THP-Plus Certification Materials**

## SOLICITATION INFORMATION

<b>RFP Release Date</b>	07/25/24
<b>RFP Contact</b>	Contract Analyst, via email: THPplusRFP@dcfs.lacounty.gov
<b>Solicitation Requirements Review (SRR) Request Due</b>	08/07/24
<b>Virtual Proposer's Conference</b>	08/08/24
<b>Written Questions Due</b>	08/08/24 at the close of the conference
<b>Questions and Answers Released via Addendum</b>	08/22/24
<b>Proposals Due</b>	09/05/24
<b>Anticipated Contract Term</b>	The contract will have an initial term of one year, with an option to extend for up to two additional one-year renewal periods, and up to an additional six-month extension, if necessary to complete a solicitation or negotiation of a new contract.

### 1.0 INTRODUCTION

- 1.1 The Los Angeles County Department of Children and Family Services (DCFS) and the Probation Department (Probation) are issuing this Request for Proposals (RFP) to solicit proposals from organizations that can provide Transitional Housing Program-Plus (THP-Plus) Services for former Foster/Probation youth from DCFS and Probation for a one year term with two additional years at the option of the county. The goal of THP-Plus is to provide independent living opportunities for eligible THP-Plus Participants to practice life-skills in a safe environment and to assist with the transition from dependence to self-sufficiency through supervised housing and supportive services.

It is the County's intent to award a contract per Service Planning Area (SPA). The County reserves the right to award more than one contract for any given SPA based on the need and available funding.

SPA	Approximate Number of Referrals During 2023
1	114
2	354
3	275
4	212
5	118
6	340
7	302
8	201
Total	1,916

The number of allocations per SPA is based on the need of the County and the THP-Plus Participants' needs, and are subject to change without notice. The Contract does not guarantee a minimum number of referrals per Contract year. The number of beds allocated per SPA is indicated in the chart below.

SPA	Number of Beds Allocated per SPA
1	20
2	44
3	36
4	22
5	10
6	45
7	28
8	26
Total	231

- 1.2 Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and will not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

## 2.0 PURPOSE

### 2.1 Statement of Work

- 2.1.1 DCFS and Probation provide transitional housing services to these former Foster/Probation youth who are at risk of homelessness, through the County's THP-Plus program. The

goal of this program is to support and achieve two of the five County Child Welfare Outcome Goals: Increased Child's Well-Being and Self-Sufficiency. The purpose of THP-Plus is to provide selected independent living opportunities and supportive services throughout Los Angeles County, for eligible THP-Plus Participants to practice life skills in a safe environment and to assist with the transition from dependence to self-sufficiency through supervised housing and supportive services, as described in detail in Appendix A (Sample Contract) of this RFP, for up to 36 months of cumulative service up to age 25, whichever comes first. Contractor is expected to implement the requirements outlined in the Statement of Work.

## **2.2 Sample Contract: County Terms and Conditions**

**2.2.1** Contractor will be expected to implement the requirements outlined in Appendix A (Sample Contract) of this RFP.

### **2.2.2 Anticipated Contract Term**

The Contract will have an initial term of one year, with an option to extend for up to two additional one-year renewal periods, and up to an additional six-month extension, if necessary to complete a solicitation or negotiation of a new contract.

### **2.2.3 Contract Rates**

The current rate is \$3,000 per month for single participants and \$3,300 per month for parenting participants.

### **2.2.4 Days and Hours of Operation**

**2.2.4.1** Contractor must make services available during non-traditional hours to remove barriers to participation. Contractor must adhere to the following hours of operation:

2.2.4.1.1 Monday through Friday - 8:00 am to 5:00 pm for service delivery

2.2.4.1.2 Monday through Friday, 5:00 pm to 8:00 pm.

2.2.4.1.3 Saturday 9:00 am to 1:00 pm.

2.2.4.1.4 Sunday 9:00 am to 1:00 pm.

**2.2.4.2** Contractor must obtain approval from the County Program Manager prior to any modifications of services delivery site hours by submitting data outlining how client needs will be met with any requests to modify service delivery site hours of operation.

2.2.4.3 Contractor's Program Manager, or County-approved designee, must have full authority to act for Contractor on all matters relating to the daily operation of this Contract.

2.2.4.4 Contractor is not be required to work on the County-observed Holidays.

### **2.2.5 Indemnification and Insurance**

Contractor must comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Sample Contract). The Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix A (Sample Contract).

## **3.0 MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix A (Sample Contract) Exhibit A (Statement of Work) are invited to submit a proposal(s), provided they meet the following mandatory requirements:

- 3.1** Proposer must be in a good standing with the County of Los Angeles Department of Children and Family Services (DCFS) and the Probation Department.
- 3.2** Proposer must submit a County of Los Angeles THP-Plus Certification Provider Plan, which must be approved and certified by DCFS. The provider plan must follow the guidelines specified in Appendix E, County of Los Angeles THP-Plus Certification Provider Plan Guidelines, of the RFP.
- 3.3** Proposer must have a minimum of four years of experience, within the last seven years, as a transitional housing provider or four years of experience providing case management services to Transition Age Youth/(Foster/Probation Youth). The experience must include the provision of housing, educational, and employment support services to youth.
- 3.4** Proposer's program must be clearly distinguishable from programs that are required to be licensed as an Adult Residential Facility under



Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).

- 3.5** Proposer must be a non-profit organization or a public entity, and be tax exempt under 501 (c) (3) of the Internal Revenue Code. Proposer must have ruled an exempt entity by the Internal Revenue Service (IRS) for a period of at least two (2) years prior to the proposal due date for this RFP.
- 3.6** Proposer must have determination of Exemption letter from the State of California Franchise Tax Board indicating recognition of Proposer's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701.
- 3.7** If Proposer's compliance with a Contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the Contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

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

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

- 4.1.1 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.

##### **4.2 Final Contract Award by the Board of Supervisors**

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

##### **4.3 County's Option to Reject Proposals**

- 4.3.1 Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed

as, an offer to enter into a Contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County will not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

#### **4.4 County's Right to Amend Request for Proposals**

4.4.1 The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be posted on DCFS' public website and Los Angeles County's website. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### **4.5 Background and Security Investigations**

4.5.1 Contractor must 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 Appendix A, Sample Contract, Section 7.5, Background and Security Investigations). The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the Contractor's staff passes or fails the background and criminal clearance investigations.

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

4.6.1 After Contract award, the County or its agent will monitor the Contractor's performance under the Contract on a periodic basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Contract and performance standards identified in Appendix A (Sample Contract) Exhibit A (Statement of Work). Contractor's deficiencies which the County determines are significant 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.

## **5.0 NOTIFICATIONS TO PROPOSERS**

### **5.1 Public Records Act**

5.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when 1) Contract negotiations are complete; 2) DCFS receives a letter from the recommended proposer's authorized officer that the negotiated Contract is the firm offer of the recommended proposer; and 3) DCFS releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret", "Confidential", or "Proprietary".

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

5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or

"Proprietary", proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

## **5.2 Contact with County Personnel**

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

Transitional Housing Program – Plus  
Request for Proposals #22-0060  
Attention: THP-Plus Contract Analyst  
E-mail address: THPPlusRFP@dcfs.lacounty.gov

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

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

**5.3.1** All Proposers must be registered on the County's WebVen at the time of submission of a proposal for this RFP. 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/>

## **5.4 Protest Policy Review Process**

**5.4.1** Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in Paragraph 5.4.3 (Grounds for Review) 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 paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the

solicitation process to justify invalidation of a proposed Contract award.

**5.4.2** 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.

#### **5.4.3 Grounds for Review**

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

5.4.3.1 Review of Solicitation Requirements (reference paragraph 9.1 Solicitation Requirements Review)

5.4.3.2 Review of Disqualified Proposal (reference paragraph 9.2 Disqualification Review)

5.4.3.3 Review of Proposed Contractor Selection (reference paragraph 9.3 Proposed Contractor Selection Review)

#### **5.5 Injury and Illness Prevention Program**

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

#### **5.6 Confidentiality and Independent Contractor Status**

As appropriate, Contractor must be required to comply with Paragraph 7.6 (Confidentiality) and Paragraph 8.22 (Independent Contractor Status), contained in Appendix A (Sample Contract).

#### **5.7 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, must be employed in any capacity by a proposer or have any other direct or

indirect financial interest in the selection of a Contractor. Proposer must certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Form 2 (Certification of No Conflict of Interest) of Appendix B (Required Forms).

## **5.8 Determination of Proposer Responsibility**

5.8.1 A responsible proposer is a proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible proposers.

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the proposer is responsible based on a review of the proposer's performance on any Contracts, including but not limited to County Contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the sub-Contractors and of which the proposer had no knowledge will not be the basis of a determination that the proposer is not responsible.

5.8.3 The County may declare a proposer to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: 1) violated a term of a Contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

5.8.4 If there is evidence that the apparent highest ranked proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. The Department will provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to

rebut evidence which is the basis for the Department's recommendation.

5.8.5 If the proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer must reside with the Board of Supervisors.

5.8.6 These terms must also apply to proposed subcontractors of proposer on County Contracts.

## **5.9 Proposer Debarment**

5.9.1 The proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the proposer's existing Contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer has done any of the following: 1) violated a term of a Contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

5.9.2 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

## **5.10 Adherence to County's Child Support Compliance Program**

Proposers must: 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).

## **5.11 Improper Considerations**

### **5.11.1 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 must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

### **5.11.2 Notification to County**

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

### **5.11.3 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.

## **5.12 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP.



Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Form 2 (Certificate of Compliance) of Appendix B (Required Forms), as part of their proposal.

### **5.13 Consideration of GAIN- START Participants for Employment**

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

5.13.2 Proposers who are unable to meet this requirement will not be considered for Contract award. Proposers must submit a completed Form 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

### **5.14 Jury Service Program**

5.14.1 The prospective Contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read, Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors.

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

5.14.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance on Form 2 (Certification of Compliance) of Appendix B (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Form 2 (Certification of Compliance) of Appendix B (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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

The proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the proposer in Form 1, (Proposer's Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer must have a continuing obligation to notify the County and update any changes to its response in Form 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix B (Required forms) during the solicitation.

### **5.16 Proposer's Charitable Contributions Compliance**

5.16.1 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. Prospective Contractors should carefully read Appendix D (Background and Resources: California Charities Regulation). 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 two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

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

5.16.3 Prospective County Contractors that do not complete Form 2 (Certification of Compliance) of Appendix B (Required Forms) as part of the solicitation process may, in the County's sole discretion, be disqualified from Contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **5.17 Defaulted Property Tax Reduction Program**

**5.17.1** The prospective Contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

**5.17.2** Proposers must be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Form 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

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

**5.18 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

**5.18.1** 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 Contractors engaged in human trafficking from receiving Contract awards or performing services under a County Contract.

**5.18.2** Contractors are required to complete Form 2, Certification of Compliance, in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

**5.19 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

**5.19.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement with the County must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**5.19.2** Upon Contract award or at the request of the A-C and/or the Contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

**5.19.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit must supersede this requirement with respect to those payments.

**5.19.4** Upon Contract award or at any time during the duration of the agreement a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the Contracting department(s), must decide whether to approve exemption requests.

**5.20 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

**5.20.1** On May 29, 2018, 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 (Section 12952).

**5.20.2** Contractors are required to complete Form 2, Certification of Compliance, in Appendix B (Required Forms) and read paragraph 8.55 (Compliance with Fair Chance Employment Hiring Practices Certification) of Appendix A (Sample Contract), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, Contractors are required to comply with the requirements under Section 12952 for the term of any Contract awarded pursuant to this solicitation.

**5.21 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision must result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

**5.22 Community Business Enterprise (CBE) Participation**

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The

County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Form 5 (Community Based Enterprise (CBE) Information) form in Appendix B (Required Forms).

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

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

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "**Request for CBE Listing.**" For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

## **5.23 Contribution and Agent Declaration**

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in (Contribution and Agent Declaration Form) of Appendix B (Required Forms - Form 12). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Appendix B (Required Forms - Form 12), and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined

in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

## **6.0 INTENTIONALLY OMITTED**

## **7.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION**

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

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

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal must be sufficient cause for rejection of the proposal. The evaluation and determination in this area must be at the Director's sole judgment and their judgment must be final. All proposals must be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

### **7.2 Proposers' Question**

7.2.1 Proposers may submit written questions regarding this RFP by e-mail to [THPPlusRFP@dcfs.lacounty.gov](mailto:THPPlusRFP@dcfs.lacounty.gov). Questions must be received by Thursday, August 8, 2024 at the close of the conference. Questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

### **7.3 Proposers' Conference**

A Virtual Proposers' Conference will be held on Microsoft Teams to discuss the RFP. Proposers will be required to logon to access the virtual conference using the link below.

[Click here to join the meeting](#)

County staff will respond to questions from prospective Proposers. All interested parties are invited and encouraged to attend this conference. The conference is scheduled as follows:

Date: Thursday, August 8, 2024  
Time: 9:00 a.m. (Pacific Standard Time)

Please ensure you check the DCFS website at:  
<http://contracts.dcfslacounty.gov> for Event Invitation link.

#### **7.4 Preparation of the Proposal**

Proposals must be comprised of six electronic files in Portable Document Format (PDF). The six electronic PDF files must be submitted via electronic mail (e-mail) to [THPPlusRFP@dcfs.lacounty.gov](mailto:THPPlusRFP@dcfs.lacounty.gov) by the date and time listed in the Solicitation Information Section. All proposals must be submitted in the prescribed format. Any Proposal that deviates from the format may be rejected as nonresponsive without review at the County's sole discretion.

A proposal must be submitted for each Service Planning Area (SPA) wherein the proposer plans to provide services. Six PDF files are required for each proposal submitted.

All proposals must be submitted via e-mail in the prescribed format below:

**7.4.1** Proposers must include six electronic PDF files in their proposal submission e-mail (s). The electronic files must be titled as follows: THPPlusRFP22-0060, the organization's name, the Service Planning Area where the proposer plans to provide services, and identify the files listed as (i.e. THPPlusRFP22-0060, ABC Agency, SPA 1, Plan of Operation)

**7.4.2** The six files are:

- 1) **Plan of Operation** – File will only include an electronic copy of the proposer's Plan of Operation.
- 2) **Business Proposal** - File will include a separate, completed Form 10 for each of proposer's Narrative responses to questions related to:
  - Background and Experience
  - Proposer's Approach to providing the contract services



- Quality Control Plan

**(There are 15 separate Form 10 templates included in Required Forms to be utilized for Narrative responses that must not exceed two pages each)**

- 3) **Cost Proposal** - File will include proposer's Line Item Budget and Narrative.
- 4) **Audited Financial Statements** – File will include the three most current years of Audited Financial Statements. The most current statement should be less than 18 months old.
- 5) **Required Forms** - File will include Forms 1 through 13.
- 6) **Corporate Documents** – File will include the documents listed in the RFP, sub-paragraph 7.9.2 – Corporate Documents.

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

**7.4.4** Proposers **should plan for any delays or computer system failure, and avoid submitting proposals at minimum 30 minutes before the deadline. Any proposal(s) received at 12:01 PM on September 5, 2024 will be immediately rejected.**

**7.4.5** Proposers must set up a delivery receipt for each of their e-mail submissions. Proposers must keep delivery receipts and acknowledgement e-mail from DCFS for their records.

**7.4.6** Proposers must submit a County of Los Angeles THP- Plus Certification Provider Plan. The plan must include the components referenced in Appendix E, E1 – County of Los Angeles THP-Plus Certification Provider Plan Guidelines and E2- THP-Plus Certification Instructions. Proposers must submit a County of Los Angeles THP-Plus Certification Provider Plan that includes all of the components referenced in documents E1 – County of Los Angeles THP-Plus Certification Provider Plan Guidelines and E2 – THP-Plus Certification Instructions. E3 – THP-Plus Certification Materials is a template that the proposer may use in their proposal to provide the required information regarding their agency's program.

The cover page for the Provider Plan must be titled: "County of Los Angeles THP-Plus Certification Provider Plan", THPPlusRFP#22-0060, Agency name, SPA #.

**7.4.7** The Line Item Budget and Narrative submitted as part of the Cost Proposal must specify the number of youth expected to be served, which should be less than or equal to the bed allocation for the proposed SPA. The Line Item Budget must be based on a THP-Plus placement rate of \$3,000 for single and \$3,300 for parenting participants. Note that the maximum capacity of any Contract awarded may not necessarily be equal to the number of youth expected to be served in the corresponding proposal.

**7.4.8 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation**

The proposer must complete, sign and date Form 1 (Proposer's Organization Questionnaire/Affidavit) in Appendix B (Required Forms). The person signing the form must be authorized to sign on behalf of the bidder and to bind the applicant in a Contract.

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

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

**7.4.9 Proposer's Background and Experience**

7.4.9.1 Provide a summary of relevant background information to demonstrate that the proposer meets the minimum mandatory requirements stated in Section 3.0 of this RFP and has the capability to perform the required services as a corporation or other entity.

7.4.9.2. Describe the proposer's background and experience in providing services equivalent or similar to the

services identified in RFP, Appendix A (Sample Contract) Exhibit A (Statement of Work).

#### **7.4.10 Proposer's References**

It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on Form 6 (Prospective Contractor References) in Appendix B (Required Forms).

1. County may disqualify a proposer as non-responsive and/or non-responsible if:
  - a) references fail to substantiate that the proposer has met the minimum required experiences specified in sections 3; or
  - b) references fail to substantiate proposer's description of the services provided; or
  - c) references fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel; or
  - d) the Department is unable to reach the point of contact with reasonable effort.
2. The proposer must complete and include the following Required Forms in Appendix B:
  - a) Prospective Contractor References, Form 6  
Proposer must provide three (3) references where the same or similar scope of services was provided.
  - b) Prospective Contractor List of Terminated Contracts, Form 4. Listing must include Contracts terminated within the past three (3) years with a reason for termination.

#### **7.4.11 Audited Financial Statement**

Provide copies of the company's most current and prior three (3) fiscal years audited financial statements or single audit reports. Statements should include the

company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page subject to the limitations described in the above Subsection 8.36, Public Records Act.

#### **7.4.12 Proposer's Pending Litigation and Judgments**

Identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer.

### **7.5 Proposer's Approach to Provide Required Services**

Describe in detail how the services will be performed to meet the intent of Appendix A, Sample Contract and its outcomes.

**7.5.1** Describe briefly how your agency will enhance or exceed expectations in performing each service task mentioned under Appendix A (Sample Contract) Exhibit A (Statement of Work), Section 13.0, Scope of Work, as follows:

- Duties Related to Property Management
- Duties Related to Case Management

**7.5.2** Describe how your agency will assist the participants with pursuing the goals of the Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP-TILP), and how you will ensure that they participate in those goals.

**7.5.3** Describe how your agency will provide educational support with the goal of the participants completing their

high school diploma or GED Certificate, and seeking post-secondary education.

- 7.5.4** Describe how your agency will provide employment support with the goal of the youth having a living wage that is sufficient for them to maintain self-sufficiency at the time of exit from the program.
- 7.5.5** What type of training will your agency provide to its employees that will work under this Contract?
- 7.5.6** What furniture and appliances will be available to the THP-Plus participants when they move-in and during their stay in their homes for the duration of their participation in THP-Plus; and how will you ensure that the housing site, furniture, and appliances are maintained in good condition throughout the participants' stay in the program?
- 7.5.7** Describe how your agency will provide assistance and support to ensure that the participants exit to permanent housing and what can your agency do to ensure the success of the THP-Plus program towards each participant's transition from dependence to self-sufficiency through supervised housing and supportive services as stated in Appendix A (Sample Contract) Exhibit A (Statement of Work)?
- 7.5.8** Describe your agency's experience in developing and sustaining collaborative relationships with other agencies to help participants in the THP-Plus program.
- 7.5.9** Describe briefly any unique features in your THP-Plus program plan that will enhance the Proposer's ability to provide quality services to the THP-Plus participants and the County.
- 7.5.10** How will your agency meet the performance outcomes goals listed in Appendix A (Sample Contract) Exhibit A (Statement of Work)?

## **7.6 Quality Control Plan**

- 7.6.1** Proposer must establish and maintain a comprehensive Quality Control Plan (QCP) to be utilized as a self-monitoring tool, and that measures the quality of service to ensure the required services are provided as specified in Appendix A (Sample

Contract) and Exhibit A-1, Performance Requirements Summary in the Statement of Work Exhibits.

The following factors may be included in the QCP:

- a. Activities to be monitored to ensure compliance with all Contract requirements;
- b. Monitoring methods to be used;
- c. Frequency of monitoring;
- d. Samples of forms to be used in monitoring;
- e. Title/level and qualifications of personnel performing monitoring functions;
- f. Documentation methods of all monitoring results, including any corrective action taken.

**7.6.2** The comprehensive QCP must include methods to ensure uninterrupted service delivery in the event of staff absences, vacations, illness, work stoppages and/or other emergencies.

7.6.2.1 Describe in the QCP how your agency will meet the quality of services performed and the methods for identifying and preventing deficiencies in the quality of services.

7.6.2.2 Describe in the QCP the activities to be monitored, monitoring methods, forms used in monitoring and documenting results, monitoring frequency, and qualifications of personnel performing monitoring functions.

7.6.2.3 Describe in the QCP how to meet the Contract requirements regarding timeliness, accuracy, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

## **7.7 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions**

7.7.1 It is the duty of every Proposer to thoroughly review the Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements.

Proposer will be evaluated on their willingness to accept the terms and conditions outlined in Appendix A (Sample Contract) and the requirements of the Statement of Work outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).

It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Contract and the County's requirements in the Statement of Work. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

7.7.2 Section E of Proposer's response must include:

- 1) A statement offering the Proposer's acceptance of, or exceptions to, all terms and conditions listed in Appendix A (Sample Contract).
- 2) A statement offering the Proposer's acceptance of, or exceptions to all requirements listed in Exhibit A (SOW and Attachments) of Appendix A (Contract); and for each exception, the Proposer must provide (1) an explanation of the reason(s) for the exception;(2) the proposed alternative language; and (3) a description of the impact, if any, to the Proposer's price.

7.7.3 Indicate all exceptions to the Contract and/or the Statement of Work by providing a 'red-lined' Word version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to make changes to the Contract and its appendices and exhibits at its sole discretion.

**7.8 Business Proposal Requirements and Evaluation Criteria (80%)**

**7.8.1 Proposer's Qualifications (20%)**

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 Paragraph 7.4.9 (Proposer's Background and Experience of the proposal.

A review will include the 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 point deductions.

A review will be conducted to evaluate the proposer's financial capability as provided in Paragraph 7.4.11 (Proposer's Financial Capability of the proposal).

A review will be conducted to determine the significance of any litigation or judgments pending against the proposer as provided in Paragraph 7.4.12 (Proposer's Pending Litigation and Judgment of the proposal).

#### **7.8.2 Proposer's Approach to Providing Required Service (40%)**

The proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Paragraph 7.5 (Proposer's Approach to Provide Required Services of the proposal).

#### **7.8.3 Quality Control Plan (15%)**

The proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Paragraph 7.8.3, (Quality Control Plan) of the proposal.

#### **7.8.4 Proposer's References (5%)**

Proposer will be evaluated on the verification of references provided on Form 6 (Prospective Contractor References) in Appendix B (Required Forms). In Addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category.

#### **7.8.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work**

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix A (Sample Contract) and the Requirements of the Statement of Work outlined in Exhibit A (Statement of Work), as stated in Paragraph 7.7.1 (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW):



Acceptance of/ or Exceptions of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

## **7.9 Required Forms and Corporate Documents**

Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms).

### **7.9.1 Required Forms**

Form 1	Organization Questionnaire/Affidavit
Form 2	Certification of Compliance
Form 3	Intentionally Omitted
Form 4	Debarment History and List of Terminated Contracts
Form 5	Community Business Enterprise (CBE) Information (Excel Worksheet)
Form 6	Prospective Contractor References
Form 7	Proposer's EEO Certification
Form 8	List of Current Members of Board of Directors/Other Agencies
Form 9	Intentionally Omitted
Form 10	Narrative Template
Form 11	List of Public Entities
Form 12	Contribution and Agent Declaration Form
Form 13	Declaration

### **7.9.2 Corporate Documents**

1. Statement of Information
2. Internal Revenue Service Determination Letter
3. Franchise Tax Board Determination Letter

4. Board Resolution (on agency's letterhead)
5. Organizational Chart
6. Insurance Certificate
7. Audited Financial Statements
9. Line item Budget and Narrative

## **7.10 Cost Proposal Format and Evaluation Criteria**

### **7.10.1 Cost Proposal Format**

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

7.10.1.1 Cover Page identifying, at a minimum, the RFP and the proposer's name.

7.10.1.2 Document 9 - Line Item Budget and Narratives

### **7.10.2 Cost Proposal Evaluation Criteria (20%)**

Proposer must submit a separate Cost Proposal for each regional service area for which they are applying, in the format described below, both as to the sequence and as to content. Failure to comply with these provisions may, at the sole discretion of the DCFS Director, result in disqualification of the proposal.

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract. Costs that are estimated or assumed must include a brief explanation of the underlying basis of the estimated or assumptions. County has an obligation to engage in cost effective undertakings to achieve potential savings.

All proposers' Cost Proposals will be evaluated by subject matter experts separately from the Business Proposals. The score of the Cost Proposal will then be combined with the score of the Business Proposal to determine the overall score and ranking of each proposal submission.

7.10.2.1 Breakdown of Total Possible Points

The evaluation of a Cost Proposal consists of evaluation of the line item budget and budget narrative. Points for all criteria evaluated will be used to determine the overall score of Cost Proposal. Evaluation of the Cost Proposal will be completed by subject matter experts.

#### 7.10.2.2 Evaluation of the Line Item Budget

The line item budget, a detailed listing of funds that the Proposer allocates to each cost category, will be scored to determine if the proposed costs are reasonable and sufficient for the term of the Contract. The proposer must ensure that all computations are correct.

#### 7.10.2.3 Evaluation of the Budget Narrative

The budget narrative, explanation/descriptions of costs within each category of services, will be scored based on proposers' demonstration of how the cost will fulfill the requirements of the Contract.

### **7.11 Firm Offer-Withdrawal of Proposal**

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

### **7.12 Proposal Submission**

Proposals must be submitted as follows:

7.12.1 One proposal must be submitted, consisting of a Business Proposal and a Cost Proposal, by the date and time listed in section (Solicitation Information), via electronic mail (e-mail) as follows:

To: THPPlusRFP@dcfs.lacounty.gov

Subject: Proposal for THP Plus - RFP number 22-0060

7.12.2 No hard copies delivered in person or facsimile (faxed) responses will be accepted. Pdf file types will be accepted. All proposal documentation must be attached, not linked.

7.12.3 It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in paragraph (Solicitation Information), will not be accepted and will be returned to the sender unopened.

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

## **8.0 SELECTION PROCESS OVERVIEW**

### **8.1 Selection Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with the receipt of all proposals on the date outlined in the Solicitation Information section of this RFP.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective Contractor.

### **8.2 Evaluation of Business and Cost Proposals**

All proposals will be evaluated based on the criteria listed in Paragraph 7.8 (Business Proposal Requirements and Evaluation Criteria) and 7.10 (Cost Proposal Format and Evaluation Criteria) and will be scored and ranked in numerical sequence from high to low.

### **8.3 Adherence to Minimum Requirements (Pass-Fail)**

County will review Form 1 (Proposer's Organization Questionnaire/Affidavit) in Appendix B (Required Forms) and determine if the proposer meets the minimum requirements as outlined in Section 3 (Proposer's Minimum Qualifications) of this RFP.

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

## **8.4 Determination of Highest-Overall Rated Proposer**

The County will combine each Proposer's business and cost proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated Proposer.

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

The recommendation to award a contract will not bind the Board to award a contract to the prospective Contractor.

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

## **9.0 PROTEST PROCESS OVERVIEW**

### **9.1 Solicitation Requirements Review**

**9.1.1** Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the timeframe identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts either that:

- a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
- b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposer.

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

## **9.2 Disqualification Review**

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

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

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

1. The person or entity requesting a Disqualification Review is a proposer:
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

**9.2.3** Proposer can also be disqualified for Subsection 5.8 (Determination of Proposer Responsibility) of this RFP.

### **9.3 Department's Proposed Contractor Selection Review**

#### **9.3.1 Departmental Debriefing Process**

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

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

During or following the Debriefing, the Department will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 9.3.2 Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

#### **9.3.2 Proposed Contractor Selection Review**

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

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

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended Contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by state or federal law; and
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative must issue a written decision to the proposer within a reasonable time



following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision must additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. See Paragraph 9.4 (County Independent Review Process) below.

#### **9.4 County Independent Review**

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

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

1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
2. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 9.3 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to the Department, which will provide a copy to the proposer.

**APPENDIX A**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**FOR TRANSITIONAL HOUSING PROGRAM – PLUS SERVICES**

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
<b>RECITALS</b> .....	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0 DEFINITIONS</b> .....	<b>3</b>
2.1 Standard Definitions.....	3
<b>3.0 WORK</b> .....	<b>4</b>
<b>4.0 TERM OF CONTRACT</b> .....	<b>4</b>
<b>5.0 CONTRACT SUM</b> .....	<b>5</b>
5.1 County and Contractor agree that in the event the State of California fails to pay the County claim for THP-Plus services provided by the Contractor, the County is not financially liable to the Contractor.....	5
5.2 County and Contractor agree that this is a firm-fixed prices contract. Contract amount shall not exceed the Maximum Contract Sum. During the term of this contract, County shall compensate Contractor for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule based on the number of THP-Plus Participants. ....	5
5.3 The Contractor shall not exceed the maximum capacity of ----- THP-Plus Participants per month (based on full-month placement) and at the rate of compensation set forth in Exhibit B, Pricing Schedule. ....	5
5.4 Written Approval for Reimbursement.....	5
5.5 Notification of 75% of Total Contract Sum.....	5
5.6 No Payment for Services Provided Following Expiration-Termination of Contract.....	5
5.7 Invoices and Payments.....	6
5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	9
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b> .....	<b>10</b>
6.1 County’s Administration.....	10
6.2 County’s Project Director.....	10
6.3 County’s Program Manager.....	10
6.4 County’s Contract Program Monitor.....	10
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>10</b>
7.1 Contractor’s Administration.....	11
7.2 Contractor’s Program Manager.....	11

**TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
7.3 Approval of Contractor’s Staff .....	11
7.4 Contractor’s Staff Identification .....	11
7.5 Background and Security Investigations .....	11
7.6 Confidentiality.....	12
<b>8.0 STANDARD TERMS AND CONDITIONS .....</b>	<b>13</b>
8.1 Amendments .....	14
8.2 Assignment and Delegation/Mergers or Acquisitions .....	14
8.3 Authorization Warranty.....	15
8.4 Budget Reductions.....	15
8.5 Complaints .....	15
8.6 Compliance with Applicable Laws .....	16
8.7 Compliance with Civil Rights Laws.....	17
8.8 Compliance with the County’s Jury Service Program.....	17
8.9 Conflict of Interest .....	19
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	19
8.11 Consideration of Hiring GAIN/START Participants.....	19
8.12 Contractor Responsibility and Debarment.....	20
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law .....	22
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program .....	22
8.15 County’s Quality Assurance Plan .....	22
8.16 Damage to County Facilities, Buildings or Grounds .....	23
8.17 Employment Eligibility Verification.....	23
8.18 Counterparts and Electronic Signatures and Representations.....	23
8.19 Fair Labor Standards .....	24
8.20 Force Majeure .....	24
8.21 Governing Law, Jurisdiction, and Venue .....	24
8.22 Independent Contractor Status .....	25
8.23 Indemnification .....	25

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.24 General Provisions for all Insurance Coverage .....	25
8.25 Insurance Coverage .....	29
8.26 Intentionally Omitted .....	31
8.27 Most Favored Public Entity .....	31
8.28 Nondiscrimination and Affirmative Action .....	31
8.29 Non Exclusivity .....	33
8.30 Notice of Delays .....	33
8.31 Notice of Disputes .....	33
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	33
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....	33
8.34 Notices .....	33
8.35 Prohibition Against Inducement or Persuasion.....	34
8.36 Public Records Act.....	34
8.37 Publicity.....	34
8.38 Record Retention and Inspection-Audit Settlement.....	35
8.39 Recycled Bond Paper .....	36
8.40 Subcontracting .....	36
8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	37
8.42 Termination for Convenience .....	37
8.43 Termination for Default.....	38
8.44 Termination for Improper Consideration.....	39
8.45 Termination for Insolvency .....	40
8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....	40
8.47 Termination for Non-Appropriation of Funds .....	40
8.48 Validity .....	40
8.49 Waiver .....	41
8.50 Warranty Against Contingent Fees .....	41
8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program .....	41

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	41
8.53 Time Off for Voting .....	42
8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking .....	42
8.55 Compliance with Fair Chance Employment Hiring Practices.....	42
8.56 Compliance with the County Policy of Equity .....	42
8.57 Prohibition from Participation in Future Solicitation(s).....	43
8.58 Injury and Illness Prevention Program .....	43
8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	43
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>43</b>
9.1 Contractor’s Charitable Activities Compliance.....	43
9.2 Contractor Protection of Electronic County Information .....	43
9.3 Contract Accounting and Financial Reporting .....	45
9.4 Contract Alert Reporting Database (CARD).....	45
9.5 Child Abuse Prevention Reporting .....	45
9.6 Employee Benefits and Taxes.....	46
9.7 Fixed Assets.....	46
9.8 Former Foster Youth Consideration .....	47
9.9 Shred Documents .....	47
9.10 Use of Funds.....	48
9.11 Hold status, Do Not Refer Status, Do Not Use Status, Correction Action Plan.....	49
9.12 State Energy Conservation Plan .....	52
9.13 Americans with Disabilities Act (ADA).....	52
<b>10.0 Survival.....</b>	<b>52</b>
 <b>EXHIBITS</b>	
<b>A</b> Statement of Work and Attachments	
<b>B</b> Pricing Schedule	
<b>C</b> Line Item Budget and Budget Narrative	

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>		<b><u>PAGE</u></b>
<b>D</b>	County's Administration	
<b>E</b>	Contractor's Administration	
<b>F</b>	Confidentiality Agreements	
<b>F1</b>	Contractor Acknowledgement and Confidentiality Agreement	
<b>F2</b>	Contractor Employee Acknowledgement and Confidentiality Agreement	
<b>F3</b>	Contractor Non-employee Acknowledge and Confidentiality Agreement	
<b>G</b>	Safely Surrendered Baby Law	
<b>H</b>	Auditor Controller's Handbook	
<b>I</b>	User Complaint Report (UCR)	
<b>J</b>	Charitable Contributions Certification	
<b>K</b>	Information Security and Privacy Requirements	
<b>L</b>	Confidentiality of CORI Information	
<b>M</b>	DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures	
<b>N</b>	Provider Plan	
<b>O</b>	Semi-Annual Expenditure Report	
<b>P</b>	Invoice Template	

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**\_\_\_\_\_  
FOR  
TRANSITIONAL HOUSING PROGRAM-PLUS SERVICES**

This Contract ("Contract") made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Contractor". \_\_\_\_\_ is located at, providing services in the Services Planning Area \_\_\_\_.

**RECITALS**

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

WHEREAS, the Contractor is a non-profit organization specializing in providing Transitional Housing Program Plus Services; and

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

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

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



## 1.0 APPLICABLE DOCUMENTS

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

### Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Line Item Budget and Narrative
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Confidentiality Agreements
	Exhibit F1 Contractor Acknowledgement and Confidentiality Agreement
	Exhibit F2 Contractor Employee Acknowledgement and Confidentiality Agreement
	Exhibit F3 Contractor Non-employee Acknowledge and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Auditor Controller's Handbook
Exhibit I	User Complaint Report (UCR)
Exhibit J	Charitable Contributions Certification
Exhibit K	Information Security and Privacy Requirements
Exhibit L	Confidentiality of CORI Information
Exhibit M	DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit N	Provider Plan
Exhibit O	Semi-Annual Expenditure Report
Exhibit P	Invoice Template

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

- 2.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 **Contractor's Program Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County:** The Department of Children and Family Services and/or the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors
- 2.1.6 **County's Contract Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Program Manager.
- 2.1.7 **County's Program Manager:** Person designated by County's Program Director to manager the operations under this contract.
- 2.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.9 **DCFS:** The County's Department of Children and Family Services
- 2.1.10 **Director:** The County's Director of Children and Family Services or authorizes designee.
- 2.1.11 **Probation:** The County's Probation Department

- 2.1.12 Chief Probation Officer:** The County's Director of the Probation Department
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

### **3.0 WORK**

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

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will be one (1) year commencing after execution by County's Board, or July 1, 2025, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of three (3) years. Each such extension option may be exercised at the sole discretion of the Director of DCFS, or designee, and the Chief Probation Officer, or designee, by written notice to the Contractor as authorized by the Board of Supervisors.

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

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this

event, the Contractor must send written notification to DCFS at the address herein provided in Exhibit D (County's Administration).

- 4.4** The term of this Contract may also be extended by the Director of DCFS and the Chief Probation Officer by written notice to the Contractor for a period of up to six (6) months beyond stated expiration date, 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 THP-Plus services provided by the Contractor, the County is not financially liable to the Contractor.

- 5.2** County and Contractor agree that this is a firm-fixed prices contract. Contract amount shall not exceed the Maximum Contract Sum. During the term of this contract, County shall compensate Contractor for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule based on the number of THP-Plus Participants.

- 5.3** The Contractor shall not exceed the maximum capacity of ----- THP-Plus Participants per month (based on full-month placement) and at the rate of compensation set forth in Exhibit B, Pricing Schedule.

### **5.4 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

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

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

### **5.6 No Payment for Services Provided Following Expiration-Termination of Contract**

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor

after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

## **5.7 Invoices and Payments**

**5.7.1** The Contractor must invoice the County, utilizing Exhibit P – Invoice for Transitional Housing Program – Plus (THP- Plus) Services, only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

**5.7.2** The Contractor's invoices must be priced in accordance with Exhibit C (Line Item Budget and Narrative). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

**5.7.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, good, services, work hours and facility and/or other work for which payment is claimed.

**5.7.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.7.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

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

### **5.7.6 County Approval of Invoices**

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

**5.7.7** Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month

in which the services were rendered. Any invoices submitted more than thirty (30) after the last of the month the services were rendered shall constitute as "past due invoice". Past due invoices must be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding, any other provision of this Contract, Contractor and County agree that the County will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this contract. These same time frames will also apply to the submission of the Contractor's final invoice.

- 5.7.8** Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.
- 5.7.9** Payments to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those expressly authorized by this Contract.
- 5.7.10** In compliance with the Internal Revenue Services (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor Controller.
- 5.7.11** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments, which exceed the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.

- 5.7.12** Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year and Contractor agrees that the County had no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract Sum for said Contract year.
- 5.7.13** Suspension and Withholding of Payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County in a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.7.14** County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified in Exhibit B – Pricing Schedule, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.7.15** Contractor must have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.7.16** Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit C – Contractor's Line Item Budget and Budget Narrative. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the Budget is true and correct in all respects, and will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or reallocation of the Budget, or a material change to the Scope of Work, Contractor must amend the Budget consistent with the changes and submit the Budget to the County Program Manager for approval.
- 5.7.17** Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent (5%) of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies, expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor must notify the County of such a change within 30 days of that change taking effect. Contractor must request County's approval in writing for Line Item Budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions must not result in any increase in the Maximum Annual

Contract Sum. Such requests to County must be addressed to the County Program Manager.

**5.7.18** Contractor must limit administrative and indirect costs to ten percent (10%) of the total expenditures of the contract funds.

**5.7.19** County will prorate the payment for THP-Plus participants that are served for less than a full month. The pro rata payment will be calculated by multiplying the monthly rate by a fraction, where the number of days the THP-Plus participants were actually served is the numerator and the number of days in the invoiced month is the denominator. Payment must commence as the admission date and end on the termination effective date.

**5.7.20 Preference Program Enterprises - Prompt Payment Program**

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

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

**5.8.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**5.8.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

**5.8.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

**5.8.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the



contracting department(s), will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

### **6.2 County's Project Director**

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

**6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

**6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Program Manager**

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

**6.3.1** Meeting with the Contractor's Program Manager on a regular basis; and

**6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

### **6.4 County's Contract Program Monitor**

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

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

## **7.2 Contractor's Program Manager**

**7.2.1** The Contractor's Program Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

## **7.3 Approval of Contractor's Staff**

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

## **7.4 Contractor's Staff Identification**

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

## **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's staff and volunteers performing services under this Contract must undergo a criminal clearance with subsequent arrest notification, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

- 7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3** Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in the Health and Safety Code, section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.
- 7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 7.6.7** Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation , unauthorized disclosure of, or unauthorized access to Confidential information that may come to Contractor's attention and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's confidential information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over computer.
- 7.6.8 Confidentiality Requirement for Probation**
- 7.6.8.1** 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 audit or minor is the be in any way released to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.
- 7.6.8.2** Employees of Contractor must be given copies of all cited code sections, and a form to sign Exhibit L "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

## **8.0 STANDARD TERMS AND CONDITIONS**

## **8.1 Amendments**

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director or his/her designee and by the Chief Probation Officer or his/her designee.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director or his/her designee and by the Chief Probation Officer or his/her designee.
- 8.1.3** The DCFS Director or his/her designee and by the Chief Probation Officer or his/her designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director or his/her designee and by the Chief Probation Officer or his/her designee.

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

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

#### **8.5.1 Complaint Procedures**

- Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

**8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

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



- For purposes of this paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

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

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

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

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

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

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

### **8.12.4 Contractor Hearing Board**

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity

to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board.

The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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

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

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

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

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in

jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 Damage to County Facilities, Buildings or Grounds**

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

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

## **8.17 Employment Eligibility Verification**

**8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

## **8.18 Counterparts and Electronic Signatures and Representations**

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

### **8.19 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

### **8.20 Force Majeure**

**8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive

jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

## **8.22 Independent Contractor Status**

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

**8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

**8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

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

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

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements



specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

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

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

#### **8.24.3 Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

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

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance,

and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.24.6 Insurer Financial Ratings**

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

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

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

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

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

**8.24.11 Claims Made Coverage**

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

**8.24.12 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

**8.24.13 Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.24.14 Alternative Risk Financing Programs**

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

**8.24.15 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

**8.25 Insurance Coverage**

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

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

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor’s use of autos pursuant to this Contract, including

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

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Unique Insurance Coverage**

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability-Errors and Omissions**

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

- **Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software

code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

## **8.26 Intentionally Omitted**

## **8.27 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 must be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

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

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

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

- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

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

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

### **8.34 Notices**

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



### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials

using the name of the County without the prior written consent of the County's Project Director.

- 8.37.2** 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, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

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

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within 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 must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

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

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

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

**8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 8.40.6** The County’s Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County’s consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Children and Family Services  
Transitional Housing Program – Plus Program Manager  
1933 South Broadway, Suite 700A  
Los Angeles, CA 90007

**8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

**8.42 Termination for Convenience**

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

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

## **8.43 Termination for Default**

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

**8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

**8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

**8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

## **8.45 Termination for Insolvency**

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

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

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

## **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

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

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

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).



### **8.53 Time Off for Voting**

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

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

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

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

### **8.56 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.

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

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

### **8.58 Injury and Illness Prevention Program**

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

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

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 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 Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

### **9.2 Contractor Protection of Electronic County Information**

#### **9.2.1 Data Encryption**

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) must comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1789.29(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).

a. Stored Data

Contractors' and subcontractors' workstations and portable devices (i.e. mobile, wearables, tablets, USB flash drives, external hand drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standard (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – part 2: Best Practices for Key Management Organization; (d) NIST Special Publication 800-11 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

All transmitted (i.e. network) County, PI, PHI, and/or MI required encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer of 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.

c. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor must maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports will 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 subparagraph 9.2.1 (Data Encryption) will constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

### **9.3 Contract Accounting and Financial Reporting**

- 9.3.1** Contract must establish and maintain an accounting system including internal controls and financial reporting, which must meet the minimum requirements for Contract Accounting and Administration Handbook.
- 9.3.2** Contractor must report semi-annual revenues and expenditures on the Semi-Annual Expenditure Report (Exhibit O). This report will require sign-off, under penalty of perjury, by Contractor's Executive Director of Contractor's Administrator.
- 9.3.3** The Semi-Annual Expenditure Report must 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.
- 9.3.4** If the Contract starts on a date other than July 1 or January 1, then the initial report must be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 9.3.5** In the event that the expenditure report is not filed timely, County may limit additional THP-Plus participants.
- 9.3.6** The Semi-Annual Revenue and Expenditure Report and total program cost display must be mailed to:

County of Los Angeles  
Department of Children and Family Services  
Accounting Division, Contract Accounting Services  
510 S. Vermont Ave., 14<sup>th</sup> Floor  
Los Angeles, CA 90020

### **9.4 Contract 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.

### **9.5 Child Abuse Prevention Reporting**

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

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

9.5.2.1 A requirement that all employees, consultants, or agent 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.

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

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

9.5.2.4 Conduct of Program

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

## **9.6 Employee Benefits and Taxes**

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

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

## **9.7 Fixed Assets**

Title to all fixed assets purchased with County funds designed by the County for that purpose under this Contract must remain with the County. A "Fixed Asset" is defined hereunder as an equipment costing Five Thousand Dollars (\$5,000) or

more, with a useful life of more than one year. Such assets must be maintained and repaired by Contractor during the term of this Contract. Contractor must provide an accounting of such assets at the termination or expiration of this Contract and must deliver same to County upon written request. Contractor must have an option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by County and Contractor.

## **9.8 Former Foster Youth Consideration**

**9.8.1** Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor must give consideration (after County employees and GAIN/START participants as described in Section 8.11) for any such position(s) to qualified former foster youth. Contractor must notify of any new vacant position(s) within Contractor's firm by sending via U.S. mail or email, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services  
1933 South Broadway, 6<sup>th</sup> Floor  
Los Angeles, CA 90007  
[youthds@dcfs.lacounty.gov](mailto:youthds@dcfs.lacounty.gov)

9.8.1.1 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

9.8.1.2 Contractor is exempt from the provisions of this Section if it is a governmental entity.

## **9.9 Shred Documents**

**9.9.1** Contractor must ensure that all confidential documents and papers, as defined under State Law (including, but not limited to the 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 and secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

**9.9.2** Documents for record and retention purposes in accordance with Subsection 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

## **9.10 Use of Funds**

- 9.10.1** All uses of funds paid to Contractor and other financial related to Contractor's provision of services under this Contract are subject to review and/or audit by DCFS, County's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, must pay to County the full amount of Contractor's liability for such audit exceptions as determined by DCFS, upon demand by County.
- 9.10.2** Contractor must be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 9.10.3** Contractor must use THP-Plus funds paid to and Expanded by Contractor only for the care and Services of THP-Plus participants, in order to maintain the standards of care and services consistent with the Statement of Work and THP-Plus payments received. By August 1 of each year, Contractor must submit to County a cost allocation plan, which provides for the reasonable allocation of Contractor's Expenditure for the then current fiscal year. Contractors cost allocation plan must be developed in accordance with the principles included in OMB circular A-122 and Auditor-Controller Contract Accounting and Administration Handbook (Exhibit H).
- 9.10.4** Contractor must Expend THP-Plus funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in the Contract, for THP-Plus participants. The determination of reasonable and allowable Expenditures must be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit H). Any THP-Plus funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by Contractor. Any dispute regarding repayment of und is subject to the provisions outlined in Paragraph 8.0: Standard Terms and Conditions, Section 8.31, Notice of Disputes.
- 9.10.5** Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, Contractor and County agree that it is the intent of the parties that County must have the right to audit any and all use of THP-Plus funds, paid to and expended by Contractor, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THP-Plus participants, and to determine the appropriate disposition of unallowable Expenditures.

**9.10.6** Total accumulated unexpended funds (TAUF) must include (1) Contractor's un-Expended funds; and (2) Contractor's accumulated unexpended THP-Plus funds received from County between July 1, xxxx through the expiration date of the most recently completed Contract term. If facts suggest the possibility of fraud or significant abuse, County reserves the right to review uses of unexpended funds accumulated in periods prior to July 1, xxxx. Contractor's TAUF must be reflected on its Semi-Annual Expenditure Report (Exhibit O).

**9.10.7** 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 THP-Plus Program for its next fiscal year may be retained by Contractor for future use for the benefit of THP-Plus participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that Contractor's TAUF, at the end of June 30, xxxx exceeds the TAUF Ceiling, Contractor must return to County a Cashier's check with the Semi-Annual Report to:

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

**9.11 Hold status, Do Not Refer Status, Do Not Use Status, Correction 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 they County reasonably believes, in its sole discretion, that the Contractor has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-section 9.11.2, 9.11.3, and 9.11.4 are internal DCFS/probation procedures and are titled, respectively. Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS/Probation may vary from the current protocol the health and safety of Emancipated Youth. A copy of the County's current policies and procedures is attached herein as Exhibit M, DCFS/Probation Transitional Housing Program for Emancipated Foster/probation Youth Contract Investigation/Monitoring/Audit Remedies and Procedures.

**9.11.1 Corrective Action Plan**



When DCFS/Probation reasonably determines in its sole discretion, that a Contractor's deficiencies are amenable to correction, DCFS/Probation may require Contractor to provide a Corrective Action Plan and DCFS/Probation and Contractor may enter into a Corrective Action Plan. A CAP will serve as Contractor's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit M, DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

### **9.11.2 Hold Status**

Notwithstanding any other provision of this Contract, County retains the right to temporarily suspend referrals of youth to Contractor by placing Contractor on Hold status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, DCFS/Probation reasonably believes, in its sole discretion, that the Contractor has engaged in conduct which may jeopardize a 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 9.11.1, and as further described in Exhibit M, DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

### **9.11.3 Do Not Refer Status**

Notwithstanding any other provision of this Contract, County retains the right to suspend referrals of youth to Contractor by placing Contractor on Do Not Refer Status (DNR Status), when County reasonably believes, in its sole discretion based upon prima facie evidence that the Contractor has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate) pursuant to Subsection 9.11.1, and as further described in Exhibit M, DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

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

#### **9.11.4 Do Not Use Status**

Notwithstanding any other provision of this Contract, County retains the right to remove or cause to be removed any or all THP-Plus participants from the Contractor's care by placing Contractor on Do Not Use Status (DNU Status), when County reasonably believes, in its sole discretion, based upon prima facie evidence that the Contractor has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate) pursuant to Subsection 9.11.1, and as further described in Exhibit M , DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

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

#### **9.11.5 Notice Requirements**

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

When DNR or DNU Status is recommended, the written notification letter will also invite Contractor to participate in a Review Conference (as described in Exhibit 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 M DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures).

#### **9.11.6 Disagreement with Decision**

Contractor may challenge the County action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit M then in effect, and thereafter, Contractor may appeal through

the dispute resolution procedures described in Section 8.31, Notice of Disputes.

#### **9.11.7 Termination Status**

Nothing herein must 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 must suspend referrals of children to Contractor and remove, or cause to be removed, all THP-Plus participants from the Contractor's supervision. In such event, no DCFS/Probation local agency grievance policies and procedures will occur.

#### **9.12 State Energy Conservation Plan**

Contractor must be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1386), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

#### **9.13 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.

### **10.0 Survival**

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments

Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.0	Survival

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**TRANSITIONAL HOUSING PROGRAM - PLUS**  
**CONTRACT NUMBER XXXXXX**

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 Contractor has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor in this Contract.

**COUNTY OF LOS ANGELES**

**CONTRACTOR**

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

Brandon T. Nichols, Director  
Department of Children  
and Family Services

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

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

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

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

Guillermo Viera Rosa  
Chief Probation Officer  
Probation Department

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

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

By \_\_\_\_\_

Principal Deputy County Counsel

---

**County of Los Angeles  
Department of Children and Family Services**

**Transitional Housing Program-Plus (THP-Plus)**

**EXHIBIT A: STATEMENT OF WORK**

# TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS)

## STATEMENT OF WORK

### TABLE OF CONTENTS

Section Number and Title	Page
1.0 PREAMBLE.....	1
2.0 PURPOSE .....	1
3.0 DEFINITIONS .....	2
4.0 TARGET DEMOGRAPHIC.....	4
5.0 HOURS OF OPERATION.....	4
6.0 COUNTY PROGRAM MANAGEMENT .....	5
7.0 CONTRACTOR GENERAL RESPONSIBILITIES.....	6
8.0 STAFFING REQUIREMENTS AND QUALIFICATIONS .....	6
9.0 STAFF TRAINING AND CLINICAL SUPERVISION .....	9
10.0 REFERRALS.....	10
11.0 SERVICE DELIVERY SITES.....	11
12.0 HOUSING MODEL OPTIONS .....	11
13.0 SCOPE OF WORK.....	12
13.1 PROPERTY MANAGEMENT .....	12
13.2 PROGRAM ADMISSIONS .....	15
13.3 CASE MANAGEMENT.....	17
13.4 RESOURCES AND REFERRAL SERVICES FOR PARTICIPANTS.....	28
13.5 DISCHARGE OF THP-PLUS PARTICIPANT .....	29
13.6 GRIEVANCE AND APPEAL PROCESSES .....	30
13.7 AFTERCARE AND TRACKING .....	31
13.8 SUCCESS STORIES.....	31
14.0 RECORDKEEPING .....	32
15.0 REPORTS .....	36

<b>16.0</b>	<b>QUALITY CONTROL PLAN.....</b>	<b>37</b>
<b>17.0</b>	<b>DATA COLLECTION.....</b>	<b>38</b>
<b>18.0</b>	<b>TRANSITION PLAN.....</b>	<b>38</b>
<b>19.0</b>	<b>PERFORMANCE OUTCOME GOALS SUMMARY .....</b>	<b>1</b>
EXHIBIT A-1	Performance Requirement Summary	
EXHIBIT A-2	Transitional Housing Program – Plus Application	
EXHIBIT A-3	Move-In Agreement	
EXHIBIT A-4	ILP Verification of Emancipation Status	
EXHIBIT A-4a	THP-Plus Applicant’s Authorization for Release of Information	
EXHIBIT A-5	Grievance Process and Procedures	
EXHIBIT A-6	Notice of Grievance Request	
EXHIBIT A-7	Acknowledgement of Receipt of Grievance Policy/Procedures	
EXHIBIT A-8	Appeals Process and Procedures	
EXHIBIT A-9	Notice of Appeal Request	
EXHIBIT A-10	Acknowledgement of Receipt of Appeal Process and Procedures	
EXHIBIT A-11	THP-Plus Discharge Summary	
EXHIBIT A-12	Housing Site Inspection Form	
EXHIBIT A-13	THP-Plus Monthly Participant Occupancy Form	
EXHIBIT A-14	Orientation Checklist	
EXHIBIT A-15	Entry Assessment	
EXHIBIT A-15a	Twelve-Month Assessment	
EXHIBIT A-16	Youth Interview	
EXHIBIT A-17	Supportive Transitional Emancipation Program (STEP-TILP)	
EXHIBIT A-18	Savings Agreement	
EXHIBIT A-19	Serious Incident Report	
EXHIBIT A-20	Agency Monthly Reports	
EXHIBIT A-20a	Agency Quarterly Participant Progress Report	
EXHIBIT A-20b	THP-Plus Annual Report	
EXHIBIT A-21	Exit Assessment	
EXHIBIT A-22	Follow-Up Survey	
EXHIBIT A-23	Participant Savings Log	
EXHIBIT A-24	Monthly Income and Savings Log	
EXHIBIT A-25	Service Delivery Sites	
EXHIBIT A-26	Unit Verification Form	
EXHIBIT A-27	Personal/Household Item Inventory	
EXHIBIT A-28	Participant Satisfaction Survey	
EXHIBIT A-29	Employment Plan for Unemployed Participants	
EXHIBIT A-30	Extended Medi-Cal Eligibility for Former Foster Care Children	
EXHIBIT A-31	User Complaint Report (UCR)	
EXHIBIT A-32	Ansell-Casey Life Skills Assessment	
EXHIBIT A-33	Education Plan for THP-Plus Participants	
EXHIBIT A-34	THP-Plus Participant Rights & Responsibilities	



## **STATEMENT OF WORK**

### **1.0 PREAMBLE**

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

Equity sits at the center of everything we do and threads throughout all of our bodies of work. Thereby, we believe creating a culture of safety, equity, and community ensures improved service delivery and positive outcomes for children, youth, families, and the communities where they reside.

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 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. This is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; 4) Customer Orientation; and 5) Equity.

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.

### **2.0 PURPOSE**

DCFS and Probation provide transitional housing services to former Foster/Probation youth who are at risk of homelessness, through the County's THP-Plus program. The goal of this program is to support and achieve two of the five County Child Welfare Outcome Goals: Increased Child's Well-Being and Self-Sufficiency. The purpose of THP-Plus is to provide independent living opportunities and supportive services throughout Los Angeles County, for eligible THP-Plus Participants to practice life skills in a safe environment and to assist with the transition from dependence to self-sufficiency through supervised housing and supportive services, as described in detail in Appendix A (Sample Contract) of this RFP. The THP-Plus program provides up to 36 cumulative months of services up to age 25, whichever comes first. Contractor is expected to implement the requirements outlined in the Statement of Work.

### **3.0 DEFINITIONS**

### 3.0 DEFINITIONS

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

- A. **Accredited Colleges/Universities** - means the colleges and universities listed in the publications of regional, national or international accrediting agencies that are accepted by the Los Angeles County Department of Human Resources. Publications such as American Universities and Colleges and International Handbook of Universities are acceptable references.
- B. **Caring Adult** – means an adult who provides a safe, stable and secure type of parenting relationship with an unconditional commitment and lifelong support.
- C. **CDSS** – means California Department of Social Services.
- D. **Contractor** – means the sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered in this Statement of Work.
- E. **Contractor Program Director (CPD)** – means Contractor officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- F. **Corrective Action Plan (CAP)** – means a plan developed by the Contractor to correct deficiencies identified by the County Program Manager.
- G. **County Program Manager (CPM)** - 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.
- H. **Emancipation Savings Fund** – means the youth’s savings account to which the Contractor deposits \$50 every month during the youth’s participation in THP-Plus.
- I. **ILP** – means the Independent Living Program.
- J. **Licensed Clinical Social Worker (LCSW)** – means an individual currently licensed by the State of California to provide clinical social work or mental health treatment services.
- K. **Marriage and Family Therapist (MFT)** – means an individual currently licensed by the State of California to provide marriage, family, and child counseling, or mental health treatment services.

- L. **Mentor** – means a trusted adult friend with a long-term consistent commitment to provide guidance and support to a youth.
- M. **Mentoring Program** – means a program that focuses on supporting the relationship between mentor and youth (mentee), and developing the character and capabilities of the young person.
- N. **One-Stop Career Center (One-Stop)** – means the nation’s publicly-funded resource for jobseekers and businesses. One-Stop Centers have been created to help individuals in their job search. Career counselors, computers, reference material and job leads are available at each location. Contractor may locate the closest One-Stop in Los Angeles County via the Internet at [www.laworkforce.org](http://www.laworkforce.org).
- O. **Permanent Housing** – means a rental apartment or house, or a permanent stay with relatives or friends, college dormitory, or another permanent housing option that a THP-Plus participant avails after exiting the program.
- P. **Planned Discharge** – means discharge that was agreed and planned between THP-Plus Participant and Contractor.
- Q. **Probation** – means Probation Department.
- R. **Rental Savings Fund** – means the youth's savings fund to which the youth, while participating in THP-Plus, deposits each month a minimum of 30 percent of their monthly income as rental contribution.
- S. **Suitable Placement Order** – means court ordered placement of a child in a foster home or group home that is deemed suitable based on the child’s individual needs, including their age, health, and emotional well-being.
- T. **Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP-TILP)** – means a written service delivery plan that identifies the Participant’s level of functioning and contains the educational/vocational goals related to self-sufficiency and is updated annually.
- U. **Technical Review** – means a County evaluation of a Contractor’s THP-Plus services to ensure effective implementation and Contract compliance.
- V. **THP-Plus** – means Transitional Housing Program for Emancipated Foster/Probation Youth who exited from foster care or probation at age 18 or older
- W. **THP-Plus Participant Record Folder** – means a folder that contains assessments, reports, data, and all other information or documents required for the THP-Plus participant.

- X. THP-Plus Participant Savings** – means the rental savings each youth pays to the Contractor monthly and the Emancipation Savings Fund that the Contractor contributes monthly during the youth’s participation in THP-Plus.
- Y. Transition Age Youth** – means youth between the ages of 16 and 25
- Z. Transition Coordinator** – means the County’s Independent Living Program Coordinator
- AA. Unplanned Discharge** – means any discharge that was not agreed and planned between THP-Plus Participant and Contractor.

#### **4.0 TARGET DEMOGRAPHIC**

- 4.1 The target demographic for THP–Plus are former Foster/Probation youth at least 18 years of age and under 25 years of age who must meet the following eligibility requirements:
- 4.1.1 Foster/ Probation Youth must have a Suitable Placement Order at age18 or later.
  - 4.1.2 Foster/ Probation Youth must be ILP-eligible, or were ILP-eligible prior to their 21<sup>st</sup> birthday.
  - 4.1.3 Foster/ Probation Youth’s county of origin must have an approved THP-Plus plan on file with CDSS.
- 4.2 County-determined eligible youth who are referred to the Contractor based upon one or more of the following indicators must not be denied the services:
- History of substance abuse
  - Multiple placements within the Foster Care system
  - Previous engagement with the Juvenile Justice System
  - No high school diploma or GED
  - Lack of family support network
  - Learning disabilities
  - Little or no attachment to the labor force
  - Pregnant or parenting youth

#### **5.0 HOURS OF OPERATION**

- 5.1 Contractor must make services available during non-traditional hours to remove barriers to participation. Contractor must adhere to the following hours of operation:
- 5.1.1 Monday through Friday - 8:00 am to 5:00 pm for service delivery
  - 5.1.2 Monday through Friday, 5:00 pm to 8:00 pm.
  - 5.1.3 Saturday 9:00 am to 1:00 pm.

5.1.4 Sunday 9:00 am to 1:00 pm.

- 5.2 Contractor must obtain approval from the County Program Manager prior to any modifications of services delivery site hours by submitting data outlining how client needs will be met with any requests to modify service delivery site hours of operation.
- 5.3 Contractor's Program Manager, or County-approved designee, must have full authority to act for Contractor on all matters relating to the daily operation of this Contract.
- 5.4 Contractor is not required to work on the following County-observed Holidays:
- New Year's Day (January 1st)
  - Martin Luther King's Birthday (Third Monday in January)
  - President's Day (Third Monday in February)
  - Cesar Chavez's Birthday (Last Monday in March)
  - Memorial Day (Last Monday in May)
  - Juneteenth (June 19th)
  - Independence Day (July 4th)
  - Labor Day (First Monday in September)
  - Indigenous People's Day (Second Monday in October)
  - Veteran's Day (November 11th)
  - Thanksgiving Day (Fourth Thursday in November)
  - Day After Thanksgiving (Friday after Thanksgiving Day)
  - Christmas Day (December 25th)

## **6.0 COUNTY PROGRAM MANAGEMENT**

- 6.1 County will appoint a County Program Manager (CPM) who will be responsible for providing administrative and technical program guidance, and monitoring Contractor activities.
- 6.1.1 The CPM or designee will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.
- 6.1.2 The CPM will provide direction to Contractor in areas relating to DCFS policy, information and procedural requirements.
- 6.1.3 The CPM is not authorized to make any changes to the terms and conditions of this Contract, and is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.
- 6.2 County will provide Contractor with a User Complaint Report (UCR), Exhibit A-31, for every instance of non-compliance with the terms of the Contract.

## **7.0 CONTRACTOR GENERAL RESPONSIBILITIES**

- 7.1 Contractor must designate a Contractor Program Director (CPD) responsible for daily management of Contract operation and overseeing the work to be performed by Contractor as defined in this SOW.
  - 7.1.1 The CPD must make every effort to resolve any potential areas of difficulty before a problem occurs.
  - 7.1.2 The CPD must respond within 24 hours to all calls or written reports from the County regarding Contractor's performance.
  - 7.1.3 The CPD or designee must be available to respond to County personnel during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except on County-observed holidays.
- 7.2 Contractor must not schedule or conduct any meetings or negotiations under this SOW/Contract on behalf of the County or DCFS.
- 7.3 Contractor must ensure that their program is clearly distinguishable from those that are required to be licensed as an Adult Residential Facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- 7.4 Contractor must immediately notify CPM of any changes in personnel that affect the operation of this Contract.
- 7.5 Contractor must not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.
- 7.6 Contractor must comply with the provisions of their approved Provider Plan (Attachment N).
- 7.7 Contractor or designee must attend all meetings scheduled by the County.
- 7.8 Contractor must be available for Technical Reviews as requested by the CPM. Technical Reviews will be conducted annually or as determined by the CPM.

## **8.0 STAFFING REQUIREMENTS AND QUALIFICATIONS**

Contractor must be responsible for hiring and maintaining the required experienced personnel throughout the term of this Contract.

Contractor staff shall be able to read, write, speak and understand English in order to conduct business with the County. The ability to read, write, speak and understand other languages may apply as specified herein.

Contractor shall make available upon request, staff that are able to read, write and understand Spanish and other languages in order to communicate with Foster/Probation Transition Age Youth.

## 8.1 Staffing Requirements

Contractor must maintain at a minimum, the following staffing:

- 8.1.1 One **Program Director** who meets the qualifications set forth in Subsection 8.2.1 below.
- 8.1.2 One **Clinical Director** who meets the qualifications set forth in Subsection 8.2.2 below.
- 8.1.3 One **Case Manager** who meets the qualifications set forth in Subsection 8.2.3 below for every 15 THP-Plus Participants (1:15).
- 8.1.4 One **Property Manager** who meets the qualifications set forth in Subsection 8.2.4 below.

## 8.2 Minimum Qualifications

8.2.1 Contractor's **Program Director (CPD)** must meet the following minimum qualifications prior to employment:

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

**OR**

- b) A Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of three years full-time paid experience in a public or private social service agency providing case management services to Transition Age Youth and/or Foster/Probation Youth or supervision of case management staff.

- Also acceptable, if appropriate, are degrees that have been evaluated and deemed equivalent of degrees for United States accredited institutions by an academic credential evaluation agency recognized by The National Association of Credential Evaluation Services.

8.2.2 Contractor's **Clinical Director** must possess the following minimum qualifications prior to employment:

- a) A Licensed Clinical Social Worker (LCSW) with a valid current license to practice as a Licensed Clinical Social Worker (LCSW) issued by the State of California;

**OR**

- b) A Licensed Marriage and Family Therapist (LMFT) with a valid current license to practice as a Licensed Marriage and Family Therapist (LMFT) issued by the State of California;

**OR**

- c) A Licensed Psychologist with a valid current license to practice as a Licensed Psychologist issued by the State of California.

8.2.2.1 Contractor's Clinical Director must be responsible for providing clinical direction and supervision to the case management staff.

8.2.3 Contractor's **Case Manager(s)** must meet the following minimum qualifications prior to employment:

- a) A Master's Degree from an accredited college or university, as defined in Section 94301 of the Education Code, in one of the following areas:

- Social Work or Social Welfare
- Marriage, Family and Child Counseling
- Child Psychology, Child Development
- Counseling Psychology, Social Psychology
- Clinical Psychology or Educational Psychology. Consistent with the scope of practice as described in Section 4986.10 of the Business and Professional code
- Education with a Counseling emphasis
- Or equivalent Master's Degree in Human Services or Behavioral Science degree

**OR**

- b) A Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of two (2) years full-time paid experience



in a public or private social services setting working with Transition Age Youth.

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

8.2.3.2 Contractor must employ one Case Manager for every 15 THP-Plus Participants or fraction thereof.

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

8.2.4 Contractor's **Property Manager** or property management company must possess the following minimum qualifications prior to employment:

- Two years full-time paid experience managing housing
- Experience working with federal, state and local fair housing laws

8.2.4.1 Contractor may utilize a property management company licensed in the state of California to provide the property management services.

8.2.4.2 Contractor must ensure that duties related to property management are provided or facilitated by non-case management staff, and duties related to case management are provided or facilitated by case management staff.

### 8.3 Staff Personnel Files

8.3.1 Contractor must ensure that personnel files of all staff, and interns include : (1) copies of resumes, (2) degrees, (3) professional licenses; (4) copies of current criminal clearances; and (4) performance evaluations.

8.3.2 Contractor must ensure that all staff and interns receive annual performance evaluations to be written by their immediate supervisor or designee.

8.3.3 Contractor must provide copies of the resumes, degrees, professional licenses, and performance evaluations of all staff and interns to the CPM when requested.

## 9.0 **STAFF TRAINING AND CLINICAL SUPERVISION**

### Staff Training

9.1 Contractor must ensure that all staff providing THP-Plus services receive a minimum of three hours per quarter of ongoing in-service training.

- 9.2 Contractor must ensure that the training topics pertain to issues related to former Foster/Probation youth and include abuse identification, risk analysis, healthy behavior, harm reduction, and reporting appropriate to THP-Plus Participant population.
- 9.3 Contractor must maintain documentation of all training(s) conducted. The documentation must include the topics covered, trainer's name and credentials, length of training sessions, and participant sign-in sheets.
- 9.4 Contractor must provide annual in-service trainings to all staff for a minimum of one hour on each of the following topics:
- Child abuse identification and reporting,
  - Characteristics of persons 16-21 years of age placed in long-term foster care, Commercial Sexual Exploitation of Children (CSEC),
  - LGBTQ+, Fentanyl/Narcan, trauma-informed care, healthy relationships, filing taxes, and how to rent apartments/set up utilities,
  - 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 young persons with substance abuse issues, and crisis intervention.

### **Clinical Supervision**

- 9.5 Contractor must ensure that all case management staff receive individual or group clinical supervision no less than twice per month,.
- 9.6 Contractor must maintain documentation of clinical supervision that includes:
- the date and time of clinical supervision
  - topics covered during clinical supervision
  - signatures of case management staff who received clinical supervision.

## **10.0 REFERRALS**

- 10.1 Contractor must accept referrals from the County, other THP-Plus providers, Community Stakeholders, and self-referrals from former Foster/Probation youth.
- 10.2 The Contract does not guarantee a minimum number of referrals and/or placements.

10.2.1 The County's referrals and/or placements are based on the need of the County, and its funding availability.

10.3 Contractor must contact the CPM or County designee to ensure that a youth is eligible prior to admitting him/her into the program.

10.4 Contractor must not admit any potential THP-Plus Participant into the Program without receipt of the completed ILP Verification of Emancipation Status (Exhibit A-4) verifying the potential THP-Plus Participant's eligibility by CPM or County designee.

## **11.0 SERVICE DELIVERY SITES**

11.1 Contractor's service delivery sites (THP-Plus units and THP-Plus services) must be located in Service Planning Area (SPA) \_\_\_\_\_ the contract is executed for.

11.2 Contractor must ensure that the service delivery sites are easily accessible to the THP-Plus Participant. THP-Plus living unit(s) must be in close proximity (within three miles) to all of the following:

- Public transportation;
- Shopping areas;
- Medical care;
- Supportive services;
- Employment.

11.3 Contractor must provide services at the sites listed on SOW Exhibit A-25, Service Delivery Sites.

11.4 All service delivery sites listed on SOW Exhibit A-25 must be fully operational within 30 calendar days of the execution of the Contract.

11.5 Contractor must submit a written request to CPM and obtain prior approval for any changes to service delivery sites.

11.5.1 Contractors must submit to CPM an updated Service Delivery Sites form to incorporate the approved changes.

11.6 CPM will provide written approval or denial of any request for changes to service delivery sites to Contractor within ten business days after initial or annual site inspection.

## **12.0 HOUSING MODEL OPTIONS**

12.1 Contractor must provide THP-Plus services through one of the following models. Any other housing model/living arrangement is prohibited under the terms of the contract.

12.1.1 Single-site transitional model: THP-Plus Participants live in housing at a single location either apartments or single-family dwellings owned or leased by the Contractor.

12.1.2 Scattered-site transitional model: THP-Plus Participants live in housing located in multiple locations either apartments or single-family dwellings in the community that are owned or leased by the Contractor.

## 12.2 THP-Plus Housing Certification

12.2.1 Contractor must maintain and post their current County THP-Plus Letter of Certification in a prominent, publicly accessible location in the administrative office and sub-administrative office(s) of the Contractor.

12.2.2 Contractor may request a change in capacity from the CPM based upon a change in the number of available or projected THP-Plus Participant living units.

12.2.3 Contractor must comply with all federal, state, and local housing laws and fire clearance requirements including the California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et Seq.).

## **13.0 SCOPE OF WORK**

Contractor must provide the following housing and supportive services per this contract and in compliance with CDSS regulations for THP-Plus services.

### **13.1 PROPERTY MANAGEMENT**

Contractor must ensure that THP-Plus duties related to property management must be provided or facilitated by non-case management staff and must include, but are not limited to, the following:

#### 13.1.1 Living Unit Requirements

##### 13.1.1.1 General Living Unit Requirements:

- a) Contractor must ensure that each living unit is in compliance and is certified by the CPM before placement of a THP-Plus Participant.

- b) Contractor must ensure that each living unit is adequately furnished.
- c) Contractor must secure and maintain fire clearances for each living unit if required by the local Fire Department.
- d) Contractor must ensure that each THP-Plus Participant has their own bedroom and that no more than two THP-Plus Participants share one bathroom. THP-Plus Participants may only share bedrooms with their children (maximum of two children). Requests to have THP-Plus Participants share a bedroom must be submitted in writing to the CPM for approval; no more than two THP-Plus Participants may share a bedroom.
- e) Contractor must not place more than four THP-Plus Participants in a single apartment, or single-family residence. Requests to place more than four THP-Plus Participants must be submitted in writing to the CPM for approval and must not exceed six THP-Plus Participants in an individual living unit.
- f) Contractor must not place non-THP-Plus Participants in units with THP-Plus Participants. Any exception to this must be approved by the CPM.
- g) To ensure the support and independence of disabled THP-Plus Participants, the housing must comply with handicap accessibility regulations. If not, the Contractor must make the necessary modifications, including but not limited to: adjustments to the building and surroundings, prior to admission of the THP-Plus Participant

#### 13.1.1.2 Specific Living Unit Requirements:

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

#### 13.1.2 Lease/Rental Agreements

Contractor must be responsible for securing and maintaining all lease/rental agreements.

- 13.1.2.1 Contractor may collect a security deposit from the participant(s) not to exceed \$250.00.

- 13.1.2.2 Contractor must not deny admission to a participant(s) who does not have the funds required for the security deposit at the time of admission.
- 13.1.2.3 Contractor must develop a Plan with the participant(s) for payment of the security deposit or waive the fee.
- 13.1.2.4 Contractor must return the security deposit to the participant(s), with the exception in Subsection 13.1.5, upon exit from the program.
- 13.1.2.5 Contractor must not deduct or retain funds from the participant's savings or the Emancipation Savings Fund for payment of the security deposit.

### 13.1.3 Maintenance and Repair

- 13.1.3.1 Contractor must replace/repair any furniture that is not in good condition within ten business days of discovery. If the furniture poses a safety hazard for the THP-Plus Participant and/or THP-Plus Participant's child(ren), it must be repaired/replaced immediately within two business days of discovery.
- 13.1.3.2 Contractor must replace/repair any major appliances (refrigerator, stoves, ovens, heating/air conditioning units, etc.) that are not in good condition within two business days. If the major appliance(s) poses a safety/fire hazard for the THP-Plus Participant and/or THP-Plus Participant's child(ren), it must be replaced/repaired immediately.
- 13.1.3.3 Contractor must inspect each unit including the furniture and major appliances quarterly.
- 13.1.3.4 Contractor must complete Exhibit A-12, Housing Site Inspection Form when inspecting the unit.
- 13.1.3.5 Contractor must ensure that the housing sites are adequately maintained and that all maintenance requests including the THP-Plus Participant's requests are completed timely and documentation maintained.
- 13.1.3.6 Contractor must inform THP-Plus Participants of the County's authority to conduct inspections of the THP-Plus Participant's living unit, consistent with landlord-tenant law.

### 13.1.4 Utility Costs

- 13.1.4.1 Contractor must be responsible for connecting, maintaining, and payment for all utilities for each THP-Plus living unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each living unit. Contractor is not required to maintain telephone service at the housing sites.
- 13.1.4.2 Contractor may collect a maximum of 10 percent of the participant's net income or 10 percent of monthly utility costs (whichever is less) from each participant who is sharing the living unit.
- 13.1.4.3 Contractor must never collect an amount that exceeds the total monthly cost of the utilities for the living unit.
- 13.1.4.4 Contractor must not collect utility fees from participants who enter the program with no income or lose their income during their participation in the program.

#### 13.1.5 Damage to Housing Units

- 13.1.5.1 Contractor may require that THP-Plus Participants reimburse Contractor for the costs of damages that exceed normal wear and tear with approval of the CPM. Contractor must inform each THP-Plus Participant of the Contractor's Damage Reimbursement Policy and provide a written copy of this policy to THP-Plus Participant at the time of move-in.
- 13.1.5.2 A Damage Reimbursement Agreement consistent with the policy must be signed by both Contractor and THP-Plus Participant. Damage Reimbursement Policy must include the following requirements: 1) the Contractor must document the cost of any repairs; 2) THP-Plus Participant is not liable for any cost over the repair cost; and 3) THP-Plus Participant is not liable for the costs of normal wear and tear.
- 13.1.5.3 Contractor may deduct the cost of damage to the housing unit from the THP-Plus Participant's security deposit and/or Emancipation Savings Fund.
- 13.1.5.4 Contractor must obtain three written estimates and utilize the lowest estimate.

## **13.2 PROGRAM ADMISSIONS**

- 13.2.1 Contractor must contact the CPM or County designee to ensure that a youth is eligible prior to admitting him/her into the program.

- 13.2.2 Contractor must not admit any potential THP-Plus Participant into the Program without receipt of the completed ILP Verification of Emancipation Status (Exhibit A-4) verifying the potential THP-Plus Participant's eligibility by CPM or County designee.
- 13.2.3 Contractor must accept every referred THP-Plus Participant who meets the criteria of the Contractor's program and target population, unless Contractor has determined that the eligible THP-Plus Participant is not acceptable for admission based on the individual needs of the referred participant and the current composition of the other THP-Plus Participants.
- 13.2.4 Contractor must not discriminate on the basis of race, gender, sexual orientation, disability, or prior probation involvement, and youth receiving psychotropic medications, must be eligible for consideration in the program, and must not be automatically excluded due to these factors.
- 13.2.5 Contractor must request information from the referred THP-Plus Participant regarding the Participant's known or suspected dangerous behavior.
- 13.2.6 Contractor must respect the THP-Plus Participant's right to confidentiality. This right applies to the dissemination, retrieval and acquisition of identifiable information.
- 13.2.7 Contractor must not release information about a THP-Plus Participant's receipt of services without a written release of information from the THP-Plus Participant.
- 13.2.8 Contractor must respect the THP-Plus Participant's right to privacy. Information must be requested from the THP-Plus Participant only when the information is specifically necessary for the provision of services.
- 13.2.9 Contractor must conduct a pre-placement orientation and interview with the potential THP-Plus Participant. The potential THP-Plus Participant must provide the following documents during the interview, if available: 1) birth certificate; 2) social security card; 3) alien registration; 4) high school diploma; 5) Medi-Cal card; and 6) current pay stub if employed.
- 13.2.10 Contractor must schedule a pre-placement site visit for the potential THP-Plus Participant if they she agrees to consider admission with the Contractor.
- 13.2.11 Contractor must complete for each THP-Plus Participant within two business days of move-in, the following:
- 13.2.11.1 Move-In Agreement (Exhibit A-3) signed by the THP-Plus Participant; a copy of this document must be sent to the CPM within seven calendar days of move-in date.



13.2.11.2 Housing Site Inspection Form (Exhibit A-12)

13.2.11.3 Unit Verification Form (Exhibit A-26);

13.2.11.4 Orientation Checklist (Exhibit A-14).

13.2.11.5 Contractor's policies/procedures/rules

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

13.2.12 Contractor must provide the THP-Plus Participants within two business days of move-in with: (1) an orientation as described in the written orientation plan, (2) copies of the Contractor's policies/procedures/rules, (3) THP-Plus requirements, (4) DCFS Grievance and Appeals Processes (Exhibits A-5 and A-8), (5) required supportive services/trainings, (6) THP-Plus Participant Rights & Responsibilities (Exhibit A-34), and (7) copies of the signed and dated Orientation Checklist (Exhibit A-14).

13.2.13 Contractor must assist THP-Plus Participants with obtaining the following items, as appropriate, if they do not have them yet: 1) birth certificate; 2) social security card; 3) alien registration; 4) high school diploma, and 5) Medi-Cal card.

### **13.3 CASE MANAGEMENT**

Case Management duties must be performed or facilitated by case management staff only and must include, but not limited to, the following:

#### **13.3.1 Supplies and Services**

##### **13.3.1.1 Personal and Household Items**

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

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

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

### 13.3.1.2 Employment and School Items

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

### 13.3.1.3 Monthly Stipend

Contractor must provide THP-Plus Participant(s) a monthly stipend to purchase foods, beverages, personal hygiene, and household cleaning items. The monthly stipend must be a minimum of \$150.00 for individual THP-Plus Participants and \$200.00 for parenting THP-Plus Participants. The stipend may be provided in the form of a gift card or gift certificate.

13.3.1.3.1 Contractor must inform the participant(s) in writing at admission that the monthly stipend cannot be used to purchase tobacco products, alcoholic beverages, phone cards, gift cards, lottery tickets, and other non-consumable item(s) that have not been approved as household items, and/or exchanged for cash.

13.3.1.3.2 Contractor must inform participants at admission of the decrease in the stipend if they purchase unauthorized items or fail to provide receipts for their purchases.

13.3.1.3.3 Contractor must provide the monthly stipend no later than the 5<sup>th</sup> of each month.

13.3.1.3.4 Contractor must obtain receipts for the purchases made with the monthly stipend to ensure that no unauthorized items (tobacco products, alcoholic beverages, phone cards, gift cards, other non-consumable items) are purchased.

13.3.1.3.5 Contractor must ensure that each THP-Plus Participant signs the Monthly Income and Savings Log (Exhibit A-24) or another distribution log to verify disbursement of the monthly stipend.

13.3.1.3.6 Contractor must provide a monthly stipend of at least \$75.00 for individual THP-Plus Participants, and \$100.00 for parenting THP-Plus Participants, during the admission month if the THP-Plus Participant(s) is

admitted after the 15<sup>th</sup> of the month and has not received a stipend that month from another THP-Plus.

13.3.1.3.7 Contractor must begin providing the monthly stipend during the month following the THP-Plus Participant's admission if the THP-Plus Participant received a monthly stipend from another THP-Plus during the admission month.

13.3.1.3.8 Contractor must provide a monthly stipend for the remaining amount for the admission month if the stipend received from another THP-Plus that month was less than \$150.00, or \$200.00 for parenting THP-Plus Participants.

13.3.1.3.9 Contractor may provide gift cards/certificates to THP-Plus Participants that prohibit the purchase of the unauthorized items identified in 13.3.1.3.1.

13.3.1.3.10 Decrease in Monthly Stipend:

13.3.1.3.10.1 Contractor must decrease the food/necessity stipend by \$25.00 the following month and \$50.00 the second month if the THP-Plus Participant fails to provide receipts for items purchased or makes unauthorized purchases.

13.3.1.3.10.2 Contractor must not decrease the monthly stipend by more than \$50.00 per month for the THP-Plus Participant for the duration of the program.

13.3.1.3.10.3 Contractor must continue to provide the decreased stipend until the THP-Plus Participant begins to provide receipts for the purchases and does not make any unauthorized purchases.

13.3.1.3.10.4 Contractor may provide half of the monthly stipend if the THP-Plus Participant has a planned exit from the program prior to the 16<sup>th</sup> of the month.

#### 13.3.1.4 Participant Monthly Transportation Allowance

Contractor must provide each THP-Plus Participant with a monthly bus pass.

- 13.3.1.4.1 Contractor must provide monthly transportation allowance or gas gift card in an equal amount to a bus pass, if the THP-Plus Participant(s) has an operable automobile.
- 13.3.1.4.2 Contractor must verify that THP-Plus Participants with an operable automobile have valid driver's license, car registration, and automobile insurance prior to issuing any transportation allowance or gas gift card.
- 13.3.1.4.3 Contractor must provide the THP-Plus Participant(s) with a bus pass or bus tokens if the automobile of the THP-Plus Participant(s) becomes inoperable at any time during the month.
- 13.3.1.4.4 Contractor must provide the bus pass or transportation allowance no later than the 5<sup>th</sup> of each month. If the youth has a valid bus pass on the 5<sup>th</sup> of the month, Contractor may issue the bus pass to the THP-Plus Participant later in the month.
- 13.3.1.4.5 Contractor must maintain receipts for the purchase of the bus passes and gas gift cards.
- 13.3.1.4.6 Contractor must ensure that each THP-Plus Participant signs the Monthly Income and Savings Log or another disbursement log to verify disbursement of the bus pass or transportation allowance.

#### 13.3.1.5 Case Management Support

Contractor must ensure that THP-Plus Participants have on call case management staff support for 24 hours every day, including holidays.

#### 13.3.1.6 Case Management Contacts

- 13.3.1.6.1 Contractor must ensure that case management staff conducts face-to-face visits with each THP-Plus Participant at minimum every two weeks.
- 13.3.1.6.2 Contractor must maintain documentation of each visit.
- 13.3.1.6.3 Contractor must conduct additional visits if needed.

13.3.1.6.4 Contractor must maintain documentation for any missed visits.

13.3.2 Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP-TILP):

- 13.3.2.1 Contractor must assess each THP-Plus Participant within seven calendar days of admission, and every 12 months thereafter using the Ansell-Casey Life Skills Assessment (Exhibit A-32) or any other approved assessment.
- 13.3.2.2 Contractor must incorporate the assessment results into the THP-Plus Participant's goals and training in the STEP-TILP (Exhibit A-17).
- 13.3.2.3 Contractor must work with each THP-Plus Participant on developing a STEP-TILP within seven calendar days of the THP-Plus Participant's admission.
- 13.3.2.4 Contractor must collaborate with County designee, social workers/probation officers, Transition coordinators, One-Stop Career Centers, and other agencies and programs to provide support and services to enable the THP-Plus Participants to complete the goals outlined in the STEP-TILP.
- 13.3.2.5 The STEP-TILP must be mutually agreed upon by the THP-Plus Participant and the County designee.
- 13.3.2.6 Contractor must ensure that the THP-Plus Participants actively pursue the goals of their STEP-TILP as a condition of participation.
- 13.3.2.7 Contractor must inform the CPM when changes need to be made on the STEP-TILP that affects the address, living circumstances, education, career, and training programs.
- 13.3.2.8 Contractor must ensure that the THP-Plus Participants are given a choice regarding what services to access and the location of services (whether on-site or off-site), as long as the goals of the STEP-TILP are being met.
- 13.3.2.9 Contractor must work with the THP-Plus Participant and County designee to review and update the STEP-TILP at least annually, or more often as needed to reflect necessary changes.
- 13.3.2.10 Contractor must provide educational advocacy and support with the goal of each THP-Plus Participant obtaining a high school

diploma, GED, or high school proficiency prior to graduation from the program.

13.3.2.11 Contractor must encourage THP-Plus Participants to seek college or other post-high school training to better prepare for the future.

13.3.2.12 Contractor must assist THP-Plus Participants in applying for college or trade school admission, and for scholarships and grants for which they may be eligible.

13.3.2.13 Contractor must inform the CPM if the THP-Plus Participant fails to pursue the goals of the STEP-TILP and must discuss with the CPM the THP-Plus Participant's continued participation in the Program.

### 13.3.3 THP-Plus Participant Employment and Education:

13.3.3.1 Contractor must ensure that all THP-Plus Participants are employed or attending school/training. All Participants must be employed full-time, attending school/training full-time, or attending school part-time and employed part-time. In order for a THP-Plus Participant to receive services beyond 24 months or past their 24<sup>th</sup> birthday, the Participant must either be completing secondary education, or an equivalent program, or be enrolled in an institution that provides postsecondary education. Postsecondary education includes vocational education; however, the vocational institution must be accredited.

13.3.3.2 Contractor must notify the CPM via email within 30 calendar days of a youth's 24<sup>th</sup> birthday or 24 months of receiving THP-Plus services when the Contractor anticipates the youth will remain in THP-Plus.

13.3.3.3 Contractor must submit the THP-Plus Extension Request form (Exhibit A-33) along with a copy of school enrollment for secondary education or class registration for post-secondary education for those youth remaining in the program beyond their 24<sup>th</sup> birthday or beyond 24 months of receiving THP-Plus services.

13.3.3.4 Contractor must complete the Employment Plan for Unemployed THP-Plus Participants (Exhibit A-29) if the THP-Plus Participant is not employed at the time of move-in or becomes unemployed.

13.3.3.5 Contractor must evaluate the THP-Plus Participant's progress with obtaining employment within 90 calendar days of completion of the Employment Plan.

- 13.3.3.6 Contractor must notify the CPM of any THP-Plus Participant who fails to actively seek employment and must discuss with the CPM the THP-Plus Participant's continued participation in the program.
- 13.3.3.7 Contractor must continue to re-evaluate the THP-Plus Participant's progress every 90 calendar days thereafter and update the CPM.
- 13.3.3.8 Contractor may request a temporary waiver of the employment requirement for THP-Plus Participants who are attending school/training part-time if employment will interfere with the THP-Plus Participant's involvement in school/vocational training activities. The length of the waiver must be determined by the CPM.
- 13.3.3.9 Contractor must provide employment support that includes, but is not limited to providing employment referrals, assistance with developing resumes and submission of employment applications, and registering with the Workforce Development Centers.
- 13.3.3.10 Contractor must notify CPM of any THP-Plus Participant who terminates school attendance and fails to seek/obtain employment.
- 13.3.3.11 For the THP-Plus Participant who does not have high school diploma or GED at the time of admission, Contractor must assist the participant to obtain a high school diploma or GED by the time of exit from the program. If the Participant does not seek education toward obtaining a high school diploma or GED, Contractor must complete the Education Plan for THP-Plus Participants (Exhibit A-33).
- 13.3.3.12 Contractor must evaluate the THP-Plus Participant's progress with completing high school diploma or GED within 90 calendar days of completion of the Education Plan.
- 13.3.3.13 Contractor must continue to re-evaluate the THP-Plus Participant's progress every 90 calendar days thereafter and update the CPM.

#### 13.3.4 THP-Plus Participant Savings

Contractor must ensure that THP-Plus Participants' savings are deposited in any interest bearing bank or credit union insured by the Federal Deposit Insurance Corporation (FDIC).

##### 13.3.4.1 Emancipation Savings Fund

- 13.3.4.1.1 Contractor must maintain an Emancipation Savings Fund into which a minimum of \$50.00 is deposited, from

Contractor monthly placement rate, for each THP-Plus Participant, who is pursuing or participating in their educational or employment goals, meeting with their case manager as scheduled, and attending individual or group life skills sessions.

13.3.4.1.2 Contractor must deposit the funds 30 calendar days after the THP-Plus Participant's admission, and continue to deposit every month until the THP-Plus Participant exits.

13.3.4.1.3 Contractor must provide the full \$50 of Emancipation Savings Fund for the exit month for any THP-Plus Participant who departs the program prior to the last day of the month.

13.3.4.1.4 If a Participant is given a 30-day discharge notice and refuses to leave on the discharge date then, starting in the month following the discharge date, the Contractor must stop depositing \$50 of Emancipation Savings Fund per month for the Participant.

13.3.4.1.5 If a Participant is given a 30-day discharge notice and refuses to leave on the discharge date then, starting in the month following the discharge date, the Contractor may deduct \$50 of Emancipation Savings Fund each month, with prior County approval, until the Participant leaves or when the Participant's Emancipation Savings Fund is exhausted.

#### 13.3.4.2 Rental Savings Fund

13.3.4.2.1 Contractor must require THP-Plus Participants to save at least 30 percent but not more than 50 percent of their net monthly income as their rental contribution.

13.3.4.2.2 Contractor must document on the Participant Savings Log (Exhibit A-23) if the participant fails to contribute to their savings and the reason(s) for the non-contribution.

13.3.4.3 Contractor must have one savings account for all THP-Plus Participants, but must ensure that the interest is calculated accordingly for each THP-Plus Participant.

13.3.4.4 Contractor may deposit each Participant's Rental Savings and Emancipation Savings into one account.



- 13.3.4.5 Contractor must identify Rental Savings and Emancipation Savings of each Participant separately on the Participant Savings Log (Exhibit A-23) monthly.
- 13.3.4.6 Contractor must provide a monthly ledger to each THP-Plus Participant that reflects the total savings and interest. THP-Plus Participants must sign their individual ledger to acknowledge accuracy.
- 13.3.4.7 Contractor must submit monthly to the CPM a copy of the signed Participant Savings Log (Exhibit A-23).
- 13.3.4.8 Contractor must ensure that the principal and interest are distributed to the THP-Plus Participant when they leaves the program.
- 13.3.4.9 Contractor must distribute the Participant Savings which include Emancipation Savings Fund and Rental Savings Fund to the THP-Plus Participant at the time of planned discharge from the program.
- 13.3.4.10 Contractor must distribute the Participant Savings to the THP-Plus Participant within five business days, if the THP-Plus Participant has an emergent or unplanned discharge from the program.
- 13.3.4.11 Contractor must document all funds retained and issued to the THP-Plus Participant on the Monthly Income and Savings Log (Exhibit A-24).
- 13.3.4.12 Contractor must ensure that the Participant Savings remain in an open savings account, if a THP-Plus Participant exits the program without collecting their Savings.
- 13.3.4.13 Contractor must document on the monthly ledger the reason(s) why Participant Savings were not provided to a participant at exit.
- 13.3.4.14 Contractor must also submit to the CPM, together with the Participant Savings Log (Exhibit A-23), supporting documentation on why Participant Savings was not provided to a participant at the time of exit from the program.
- 13.3.4.15 Contractor must attempt to locate the THP-Plus Participant for one year, if a THP-Plus Participant exits the program without collecting their Participant Savings.
- 13.3.4.16 Contractor must contact the THP-Plus Participant's discharge address, relatives/caring adults, previous employer, or search through the internet, etc. in an attempt to locate the THP-Plus Participant. If the Contractor has not located the THP-Plus Participant after one year, the funds must be returned to the DCFS

Transitional Housing Program Donation Account at the following address:

DCFS Transitional Housing Program  
1933 S. Broadway, Suite 700A  
Los Angeles, CA 90007

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

### 13.3.5 THP-Plus Participant Training

Contractor must provide to CPM for review and approval within 30 calendar days of Contract start date the list of training topics offered to THP-Plus Participants for the 12-month period along with trainers names, titles, and credentials.

Contractor must ensure that training must be conducted by paraprofessionals, case management staff and/or knowledgeable members in the community appropriate for the subject matter, such as, but not limited to, local legal aid organizations, Housing Authority, or financial institution staff.

13.3.5.1 Contractor must provide ongoing activities/training to THP-Plus Participants in the following areas:

- Transportation Training
- Maintenance of Personal Items
- Living Unit Upkeep and Maintenance
- Nutrition and Food Management, Storage, and Preparation
- Money Management Skills Training: Contractor must train THP-Plus Participants on how to budget for living expenses such as rent, utility bills, household maintenance expenses, etc.
- Checking and Savings Accounts: Training topics must include the nature and types of checking and savings accounts, the benefits of each, and fees for services.

Contractor must assist the THP-Plus Participant to actually establish and manage an FDIC bank account of the THP-Plus Participant's choice.

- Legal Rights and Community Resources
- Medical and Dental Care Training
- Socialization Skills and Self-Esteem
- Conflict Resolution
- Goal Setting Training: Training must be provided on goal setting and achievement that is appropriate to the developmental level of the THP-Plus Participant including the areas of education, career/vocation, and personal and social life.
- Employment: Contractor must provide THP-Plus Participants with the skills and experiences that enable them to search, obtain, and retain employment.
- Hands-on employment training must include, but is not limited to, the following: (1) Completing a master application; (2) writing and updating a resume; (3) writing a cover letter; (4) participating in mock interviews; (5) researching a career or vocation that interests the THP-Plus Participant; and (6) visiting the local One-Stop.
- Housing: Training must include, but is not limited to, the following: (1) completing a rental application; (2) establishing and maintaining good credit; (3) contacting the Los Angeles Housing Authority; (4) being a good tenant; (5) tenant's rights; (6) homeless assistance and programs; (7) locating and living with a roommate.

13.3.5.2 Contractor must provide each THP-Plus Participant with a 5-inch, 3-ring binder with tabbed dividers to save training information.

13.3.5.3 Contractor must provide additional monthly training/support for THP-Plus Participants that are deficient in any areas identified by the THP-Plus Participant or Contractor that are necessary for him/her to achieve the goals in the STEP-TILP.

13.3.5.4 Contractor must maintain training records that include but are not limited to the following: 1) name, title and credential of trainer; 2) topic of training; 3) date of training; 4) verification of attendance.

- 13.3.5.5 Contractor must provide not less than two 60-minute or one two hour (individual or group) training sessions per month. Training sessions must be rotated so that all subjects are covered in any 12-month period. Training curricula/lesson plans must be in writing, must be standardized for all THP-Plus Participants, and must be available for audit and inspection by the County upon request.
- 13.3.5.6 Contractor must provide each THP-Plus Participant written materials for each training session, and whenever possible, include “hands-on” experience.
- 13.3.5.7 Contractor must provide or refer all pregnant and/or parenting youth for Cardio Pulmonary Resuscitation (CPR) and First-Aid Training.

## **13.4 RESOURCES AND REFERRAL SERVICES FOR PARTICIPANTS**

### **13.4.1 Child Care**

Contractor must ensure that each THP-Plus Participant with an infant or child(ren), obtains assistance with securing childcare if needed. Costs for childcare assistance must not be paid with THP-Plus funds.

### **13.4.2 Medical and Dental Services**

Contractor must assist THP-Plus Participants needing medical or dental services with receiving these services provided by a medical or dental professional who accepts Medi-Cal, or an appropriately licensed clinic.

### **13.4.3 Mental Health and/or Substance Abuse Referral Services**

Contractor must assist THP-Plus Participants with receiving mental health and/or substance abuse services, which include, but are not limited to, the following:

- 13.4.3.1 Assessment for the purpose of identifying the level of the THP-Plus Participant’s mental health and/or substance abuse needs, and the appropriate level of treatment. The THP-Plus Case Manager will refer THP-Plus Participants for an assessment when needed.
- 13.4.3.2 Treatment and rehabilitation services that include counseling, as necessary, to overcome mental health and substance abuse barriers to employment.
- 13.4.3.3 If a THP-Plus Participant wishes to seek and obtain treatment services without disclosure to the Department, this arrangement

may be kept confidential between the THP-Plus Participant and the treatment provider; however, such treatment may not be counted as a THP-Plus activity.

#### 13.4.4 Permanent Housing Locator Assistance

13.4.4.1 Contractor must assist each THP-Plus Participant with obtaining permanent housing prior to completion of the program. Permanent Housing Locator Activities must include, but are not limited, to the following: 1) completing The Next Step Tool or other housing assessment tools; 2) locating permanent rental housing; 3) negotiating the rental agreement with the landlord.

#### 13.4.5 Mentoring

13.4.5.1 Contractor must provide mentors to follow the THP-Plus Participants during participation in the program. Mentoring activities must include but are not limited to the following: 1) academic tutoring; 2) career and professional guidance; and 3) college/higher education guidance.

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

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

#### 13.4.6 Caring Adult

13.4.6.1 Contractor must assist THP-Plus Participants in developing a consistent relationship with a Caring Adult. The Caring Adult must be an individual other than Contractor's staff who will maintain the relationship after the THP-Plus Participant exits from the program.

### **13.5 DISCHARGE OF THP-PLUS PARTICIPANT**

Discharge planning must occur from the start of THP Plus Participant's admission into the program and re-evaluated on an ongoing basis to include goals and tasks to achieve permanent housing.

13.5.1 Unless a THP-Plus Participant is a danger to himself or others, the Contractor must attempt to stabilize situations that might lead to the THP-Plus Participant's discharge.

13.5.2 If it appears that the situation cannot be resolved without discharge of the THP-Plus Participant, the County and Contractor must agree upon the plan of action.

13.5.2.1 Contractor must submit this plan in writing to the CPM within five business days.

13.5.3 Contractor must include in the documentation the time, date, parties involved and a detailed summary of the THP-Plus Participant's non-compliance.

13.5.4 Contractor must develop a 30-day exit plan for THP-Plus Participants to ensure that the THP-Plus Participant has alternate housing, preferably, Permanent Housing, prior to discharge.

13.5.5 Contractor must ensure that the THP-Plus Participants are advised and given opportunity to participate in the development of removal or discharge procedures based on his or her needs.

13.5.5.1 Contractor must provide THP-Plus Participants with a copy of the discharge procedures and exit plan.

13.5.5.2 Contractor must ensure that THP-Plus Participants sign for the discharge procedures and exit plan they receive.

13.5.6 Contractor must ensure that the THP-Plus Participant's clothing and personal belongings accompany him/her when the THP-Plus Participant is discharged.

13.5.7 If the THP-Plus Participant is a danger to self or others, and requires an immediate discharge, the Contractor must notify the CPM immediately by telephone or by 9:00 A.M. the next business day if discharge occurs at night or on the weekend, and in writing within two business days.

13.5.7.1 Contractor must include a detailed summary of the THP-Plus Participant's immediate discharge in the written report to CPM.

## **13.6 GRIEVANCE AND APPEAL PROCESSES**

Contractor must ensure that the THP-Plus Participants have the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result), and the right to a grievance procedure.

13.6.1 Contractor must develop grievance and appeal processes to be included in their provider plan, and ensure that each THP-Plus Participant is informed of the processes during the Program Orientation.

- 13.6.2 Contractor must ensure that each THP-Plus Participant is informed of the DCFS grievance and appeal processes (Exhibits A-5 and A-8), and is provided forms to acknowledge receipt of the processes and procedures (Exhibits A-7 and A-10), and the location to send the grievance or appeal forms.
- 13.6.3 Contractor must ensure that THP-Plus Participants who have received a notice of program violation and infraction or discharge are given the right to grieve or appeal such decision.
- 13.6.4 Contractor must attempt to resolve all THP-Plus Participant grievances and appeals.
- 13.6.5 Contractor must inform THP-Plus Participants that if the grievance or appeal is not resolved utilizing the Contractor processes, the THP-Plus Participant has five business days to file a DCFS Notice of Grievance Request (Exhibit A-6), or a Notice of Appeal Request (Exhibit A-9), and supporting documentation, to the following:

Supportive Housing Division Management  
1933 S. Broadway, Suite 700A  
Los Angeles, CA 90007  
Telephone: (213) 763-4513  
Email: [THP-PLUS-CLOSEDCASES@dcfs.lacounty.gov](mailto:THP-PLUS-CLOSEDCASES@dcfs.lacounty.gov)

## **13.7 AFTERCARE AND TRACKING**

- 13.7.1 Contractor must use the Follow-Up Survey (Exhibit A-22) to track the progress of all THP-Plus Participants who completed the program or exited to permanent housing six months after the THP-Plus Participants leave the Program.
- 13.7.2 Contractor must conduct at least quarterly support groups and provide referrals to community resources for all youth with whom the agency is able to maintain contact after the youth's exit from the program.
- 13.7.3 Contractor must maintain documentation, including the dates and times the support groups are conducted.

## **13.8 SUCCESS STORIES**

- 13.8.1 Contractor must report success stories as they arise in writing on current/former THP-Plus Participants that have achieved personal or professional goals to the CPM.
- 13.8.2 Contractor must include, if possible, documentation (copies of certificates, awards, or newspaper articles) for achievements in school, the community,

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

## **14.0 RECORDKEEPING**

14.1 Contractor must provide County with a monthly THP-Plus Participant Occupancy Form (Exhibit A-13), THP-Plus Monthly Reports (Exhibit A-20), and Participant Savings Log (Exhibit A-23) by the tenth day of the following month.

14.2 Contractor must ensure that the program records include, but are not limited to, the following:

### 14.2.1 THP-Plus Participant Record Folder:

14.2.1.1 Contractor must maintain an accurate, complete, and up-to-date THP-Plus Participant's Record Folder for each THP-Plus Participant as required by this Exhibit A, Statement of Work.

14.2.1.2 All records must be in sufficient detail to permit the County to conduct an evaluation of the services provided and must be available for review by the County at all times.

14.2.1.3 The THP-Plus Participant's Record Folder must be confidential and kept in a locked file cabinet.

14.2.1.4 The THP-Plus Participant's Record Folder must include, but is not limited to, the following:

- THP-Plus Housing Application (Exhibit A-2);
- Move-In Agreement (Exhibit A-3);
- ILP Verification of Emancipation Status (Exhibit A-4);
- Acknowledgement of Receipt of Grievance Policy/Procedures (Exhibit A-7);
- Acknowledgement of Receipt of Appeal Process and Procedures (Exhibit A-10);
- Housing Site Inspection Form (Exhibit A-12) completed within one business day of admission and on a quarterly basis;
- Orientation Checklist (Exhibit A-14) completed within one business day of admission;



- Entry Assessment (Exhibit A-15);
- Twelve-Month Assessment (Exhibit A-15a);
- Youth Interview (Exhibit A-16)
- Supportive Transitional Emancipation Program – Transitional Independent Living Plan (Exhibit A-17);
- Savings Agreement (Exhibit A-18);
- Serious Incident Reports (Exhibit A-19) completed within one business day following the occurrence;
- Exit Assessment (Exhibit A-21);
- Follow-Up Survey (Exhibit A-22);
- Monthly Income and Savings Log (Exhibit A-24);
- Extended Medi-Cal Eligibility for Former Foster Care Children (Exhibit A-30). (continue the letters below)
- Utility bills and documentation of the utility costs collected from the participant
- Documentation of estimates and payments collected for housing unit repairs Unit Verification Form
- Orientation Checklist
- Contractor's policies/procedures/rules
- Receipts for purchased personal and household items
- Documentation of date when employment and school items were provided to the participant
- Documentation signed by the participant regarding the discussion of decrease in monthly stipend
- Receipts for the purchases made with the monthly stipend
- Documentation if bus pass or transportation allowance is not provided

- Documentation of case management face-to-face or missed visits with participant
- Documentation of employment assistance and referrals
- Documentation of why participant savings were not provided to a participant at exit
- Documentation of CPR and First Aid Training for pregnant or parenting youth
- Training records of participant
- Documentation of Housing Locator activities
- Documentation of mentoring activities, refusal of mentoring activities
- Documentation of participant's failure to comply with the rules and regulations of the program
- Exit or Discharge Plan of participant
- Documentation of grievances and appeals
- Treatment and progress notes, including case history information, psychological and psychiatric treatment, and services provided by professional and paraprofessional staff if applicable
- School records if applicable
- Participant's financial records such as earnings and checking or savings accounts
- Documentation of any special circumstances such as non-routine contact with the participant's school or employer, or contact with law enforcement

#### 14.2.2 THP-Plus Participant Performance Evaluation

- a) Entry Documents: The Contractor must complete an Entry Assessment (Exhibit A-15) at the time of admission for each THP-Plus Participant.

Contractor must file the completed Entry Assessment in the THP-Plus Participant's Record Folder and submit a copy to the CPM within seven calendar days of admission date.

Contractor must also submit the following documents to CPM within seven calendar days of THP-Plus Participant's admission date: Transitional Housing Application (Exhibit A-2), Move in Agreement (Exhibit A-3), ILP Verification of Emancipation Status (Exhibit A-4), Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP-TILP) (Exhibit A-17).

- b) Twelve-Month Assessment (Exhibit A-15a): The Contractor must complete a Twelve-Month Assessment for each THP-Plus Participant after participating in the THP-Plus for every 12 months from the admission date. The Contractor must file the completed Twelve-Month Assessment in the THP-Plus Participant's Record Folder.
- c) Exit Documents and Discharge Summary: The Contractor must complete an Exit Assessment (Exhibit A-21) and Discharge Summary (Exhibit A-11) for each THP-Plus Participant when exiting the THP-Plus.

The Discharge Summary must include, but is not limited to: (1) closing summary of information documented in the Participant's Record Folder; (2) the THP-Plus Participant's progress while participating in the THP-Plus, (3) the reason for the THP-Plus Participant leaving the program, and (4) summary of discharge plan and supportive services that assisted youth with discharge.

Contractor must ensure that each THP-Plus Participant is provided a Participant Satisfaction Survey (Exhibit A-28) for completion prior to discharge from the Program.

The Contractor must file the completed Exit Assessment, Participant Satisfaction Survey, and Discharge Summary in the THP-Plus Participant's Record Folder, and submit to the CPM within seven calendar days after the THP-Plus Participant's exit.

Contractor must also submit to CPM signed Participant Savings Log (Exhibit A-23) and copy of check issued to participant within seven calendar days after THP-Plus Participant's exit date..

#### 14.2.3 Administrative Records

Administrative Records and Reports must include, but are not limited to, the following:

##### 14.2.3.1 Attendance Record Folder:

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

- a) A master list of all THP-Plus Participants must be maintained by the Contractor, and must include each THP-Plus Participant's name, telephone number, address of living unit, case manager, telephone number of case manager, date of admission, and discharge date (if applicable).
- b) Statistics on the total number of THP-Plus Participant days of service provided for the month.
- c) All admission information and discharge notices must be available for review.
- d) The Attendance Record Folder must be made available to the CPM or designee immediately upon request.

#### 14.2.3.2 Rental/Lease Agreements Records:

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

## 15.0 REPORTS

15.1 Agency Monthly Report (Exhibit A-20): The Contractor must complete a typed or word-processed Monthly Report for all THP-Plus Participants, which the Contractor must mail or email a copy to the CPM by the tenth day of the following month.

15.2 Agency Quarterly Participant Progress Report (Exhibit A-20a): The Contractor must complete a typed or word-processed Agency Quarterly Participant Progress Report for all THP-Plus Participants. The quarterly report will include, but is not limited to, the progress of STEP-TILP goals for each THP-Plus Participant, employment and educational status, and training completed. This report must be submitted to CPM by the tenth day of the following month at the end of the quarter.

15.3 THP-Plus Annual Report (Exhibit A-20b):

Contractor must complete THP-Plus Annual Report (Exhibit A-20b) on all THP-Plus Participants in its care during the Contract period and mail or email a copy to the CPM within 30 calendar days of end of Contract period. The Annual Report will include, but is not limited to, the number of THP-Plus Participants served, demographic information, number discharged, and number of THP-Plus

Participants who completed their high school diploma or GED certificate, percentage of THP-Plus Participants obtaining permanent housing at exit, percentage of THP-Plus Participants employed and/or participating in post-secondary or vocational education, percentage of THP-Plus Participants who report having a consistent relationship with a Caring Adult.

Contractor must also provide to the CPM on the aftercare efforts, the trends of aftercare youth the Provider is in contact with, and recommendations on how these trends can better improve the Provider's existing THP-Plus services.

15.4 Serious Incident Reports (Exhibit A-19):

15.4.1 Contractor must submit Serious Incident Reports (Exhibit A-19) to the CPM within 24 hours following the incident.

15.4.2 When necessary, CPD and CPM will discuss the nature of the SIR and any needed enhancements to the THP-Plus Provider's overall program to minimize future SIR incidents involving youth.

**16.0 QUALITY CONTROL PLAN**

16.1 Contractor must submit a Quality Control Plan (QCP) to the CPM within two weeks from the execution of the contract.

16.1.1 Contractor must make any changes to the QCP requested by the PM, and resubmit for approval within five business days.

16.2 The plan must include a monitoring system covering all the services listed in this SOW. The system of monitoring to ensure that Contract requirements are being met must include:

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

16.2.2 Ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by the County and the Contractor.

16.2.3 Assuring that professional staff rendering services under the Contract have the necessary prerequisites.

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

16.2.5 Taking any corrective action, if needed, including a commitment to provide to the County upon request a record of all inspections, the corrective action

taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

16.2.6 Continuing to provide services to the County in the event of a strike or other labor action of the Contractor employees.

16.3 If Contractor's performance requirements are not met, the CPM may call Contractor; send Contractor a User Complaint Report (Exhibit A-31), or both.

16.3.1 Contractor must respond to a call within one hour, and respond to a UCR within 24 hours of receipt. All performance requirement issues will be reported to the CPM.

16.3.2 Contractor must submit to the CPM a response within forty-eight (48) hours to a written corrective action plan to the County for review and approval

## **17.0 DATA COLLECTION**

17.1 Contractor must have the ability to collect, manage, and submit data as directed by DCFS to demonstrate outcomes inclusive of the new guidelines set forth by DCFS and the State.

17.2 Contractor must work with DCFS to develop and implement tracking systems which include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided, and survey instruments.

17.3 Contractor must perform data entry to support these activities including maintaining accurate data entry of THP-Plus participant information on the Statewide THP-Plus Participant Tracking System.

## **18.0 TRANSITION PLAN**

18.1 Contractor must develop a plan to transition THP-Plus participants to a new contractor after the expiration of the Contract.

18.2 The Transition Plan must be submitted to the CPM no later than 6 months prior to the expiration date of the Contract.

18.3 The Transition Plan must include at a minimum:

- Details of assistance provided to THP-Plus participants
- Details of housing referrals provided to THP-Plus participants
- The type of housing available
- Timeframe for housing availability

## 19.0 PERFORMANCE OUTCOME GOALS SUMMARY

<b>PERFORMANCE OUTCOME GOALS WELL-BEING/SELF-SUFFICIENCY</b>		
<b>PROGRAM:</b> Transitional Housing Program For Former Foster/Probation Youth (THP-Plus)		
<b>PROGRAM TARGET GROUP:</b> Former DCFS/Probation Youth		
<b>PROGRAM OUTCOME GOALS:</b> Stable housing and employment, or increased income for THP-Plus participants.		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
THP-Plus Participants will have stable housing at the time they exit the program.	THP-Plus Participant's Record Folder  STEP-TILP  Exit Assessment  Follow-Up Survey	54 percent of THP-Plus Participants or 10 percent over the previous year's accomplishment will be placed in or obtain permanent housing when they exit the program.  50 percent of those THP-Plus Participants placed in permanent housing or 10 percent over the previous year's accomplishment will remain in permanent housing for 6 months after they exit the program.

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>THP-Plus Participants will have increased employment skills or income at the time they exit the program.</p>	<p>THP-Plus Participant's Record Folder</p> <p>Entry Assessment</p> <p>Quarterly THP-Plus Reports</p> <p>STEP-TILP</p> <p>Twelve Month Assessment</p> <p>Exit Assessment</p>	<p>83 percent of the THP-Plus Participants or 10 percent over the previous year's accomplishment will meet one of the following:</p> <p>1) Obtain and maintain full-time permanent employment by the time they exit the program.</p> <p>2) Obtain and maintain part-time employment by the time they exit the program.</p> <p>3) Participate in vocational or post-secondary education by the time they exit the program.</p>
<p>THP-Plus Participant will have a high school diploma or GED certificate</p>	<p>Entry Assessment</p> <p>Twelve Month Assessment</p> <p>Exit Assessment</p>	<p>65 percent of the THP-Plus Participants who do not have a high school diploma or GED or 10 percent over the previous year's accomplishment will obtain a high school diploma or GED by the time they exit the program.</p>
<p>THP-Plus Participant will have an adult connection.</p>	<p>Exit Assessment</p>	<p>50 percent of the THP-Plus Participants or 10 percent over the previous year's accomplishment will have a consistent relationship with a Caring Adult by the time they exit the program</p>



**STATEMENT OF WORK EXHIBITS**

## PERFORMANCE REQUIREMENT SUMMARY

#	Required Services	Performance Standards	Monitoring Methods	Remedies For Non-Compliance with Performance Standard
1	Case management services in accordance with Subsection 13.3 of the SOW.	100 percent of the youth receive weekly case management visits.	Submitting monthly reports and maintaining records of all services in THP-Plus Participant Record Folder for the duration of the contract; program	The County may terminate this contract in accordance with Section 8.43, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially breached or if CONTRACTOR receives a written notice (Including User Complaint Report/UCRs) noting non-compliance with the SOW. In this instance, CONTRACTOR shall submit to the CPM a response within 48 hours to a written corrective action plan to the COUNTY for review and approval in accordance with Subsection 16.3 of the SOW.
2	Assist youth with developing the STEP-TILP/TILP within seven calendar days of admission in accordance with Subsection 13.3.2.3 of the SOW.	100 percent of the youth develop and pursue the goals of the STEP-TILP	monitoring/audits in accordance with Sections 14.0 and 15.0 of the SOW.	
3	Provide educational, employment, and other support services to assist with STEP-TILP goals in accordance with Subsection 13.3 of the SOW.	100 percent of the youth receive educational advocacy and employment support.	Maintaining accurate data on the Statewide THP-Plus Participant Tracking System in accordance with Subsection 18.3 of the SOW.	
4	Provide a monthly stipend and transportation allowance in accordance with Subsections 13.3.1.3 and 13.3.1.4 of the SOW.	100 percent of the youth receive monthly stipends and transportation allowance.		
5	Provide at least two 60-minute or one two-hour life-skills workshops monthly in accordance with Subsection 13.3.5.5 of the SOW.	100 percent of the youth receive monthly life skills training.		
6	Submit Agency Quarterly Participant Progress Report to the County Program Manager for each THP-Plus Participant in accordance with Subsection 15.2 of the SOW.	Agency Quarterly Participant Progress Reports are submitted for 100 percent of the youth.		
7	Deposit funds from the Emancipation Savings and Rental Savings into an interest bearing savings account in accordance with Subsection 13.3.4 of the SOW.	Emancipation savings funds are deposited for 100 percent of the youth		

8	Develop a Discharge Plan for each THP-Plus Participant who is exiting the program in accordance with Subsection 13.5 of the SOW.	Discharge plans are developed for 95 percent of the youth.	Submitting monthly reports and maintaining records of all services in THP-Plus Participant Record Folder for the duration of the contract; program monitoring/audits in accordance with Sections 14.0 and 15.0 of the SOW.	
9	Ensure that all housing sites are in compliance and maintained as required in accordance with Subsections 12.0 and 13.1 of the SOW.	100 percent of the housing sites are maintained.	Maintaining accurate data on the Statewide THP-Plus Participant Tracking System in accordance with Subsection 18.3 of the SOW.	The County may terminate this contract in accordance with Section 8.43, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially breached or if CONTRACTOR receives a written notice (Including User Complaint Report/UCRs) noting non-compliance with the SOW. In this instance, CONTRACTOR shall submit to the CPM a response within 48 hours to a written corrective action plan to the COUNTY for review and approval in accordance with Subsection 16.3 of the SOW.

**TRANSITIONAL HOUSING PROGRAMS APPLICATION**

**Supportive Housing Division**  
1933 S. Broadway, Suite 700A  
Los Angeles, CA 90007  
Tel: (213) 763-9302

**General Information**

*(Please Print)*

Name: \_\_\_\_\_ Application Date: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Gender:  Female  Male  Transgender

Cell/Pager: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Last Four Social Security Number: \_\_\_\_\_ Primary Language: \_\_\_\_\_

Did you age-out of foster care?  Yes  No Date you aged-out: \_\_\_\_\_

Living situation:  Homeless  Family  Shelter  Friends  Other \_\_\_\_\_

Do you have a mentor or other significant adult relationship?  Yes  No

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

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

In which city/cities are you willing to live? List in order of preference: 1) \_\_\_\_\_

2) \_\_\_\_\_ 3) \_\_\_\_\_ 4) \_\_\_\_\_ 5) \_\_\_\_\_

**Emergency Contact Information**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**Referral/Agency Source**

Name of person who referred you to transitional housing: \_\_\_\_\_

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

Work Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Education**

Check Highest Grade Completed:

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

Last School Attended: \_\_\_\_\_

Do you have an Individual Education Plan?  Yes  No

Do you possess one of the following?  High School Diploma  GED  Other \_\_\_\_\_

Date of High School Graduation: \_\_\_\_\_ Date Passed GED: \_\_\_\_\_

Last College/Trade School Attended: \_\_\_\_\_ Units Completed: \_\_\_\_\_

**Employment/Financial Information**

Are you currently employed?  Yes  No  Full Time  Part Time

How many hours per week do you work? \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Supervisor's Phone: \_\_\_\_\_

Date Hired: \_\_\_\_\_ Hourly Salary \$ \_\_\_\_\_ Monthly Salary: \$ \_\_\_\_\_

Title and Description of Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If not employed, what is your primary source of income?

General Relief  Social Security Insurance  No Income

Other (Explain): \_\_\_\_\_

Do you have a savings account?  Yes  No Balance: \_\_\_\_\_

Do you have a checking account?  Yes  No Balance: \_\_\_\_\_

**Medical/Psychiatric/Substance Abuse History**

Do you have Medi-Cal?  Yes  No

Do you have private insurance?  Yes  No

Doctor's Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Dentist's Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Please list any medical conditions past or present: \_\_\_\_\_

\_\_\_\_\_

Please list any mental health issues past or present: \_\_\_\_\_

\_\_\_\_\_

Please list any prescribed medications that you are currently taking: \_\_\_\_\_

\_\_\_\_\_

Have you ever been hospitalized? If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

Do you drink alcohol?  Yes  No If yes, how often? \_\_\_\_\_

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

\_\_\_\_\_

Do you smoke cigarettes?  Yes  No

**Legal/Gang History**

Are you or have you ever been on Probation/Parole?  Yes  No

If yes, please check the appropriate box:  Juvenile  Adult

Please provide the name and contact number of your Probation/Parole Officer: \_\_\_\_\_

\_\_\_\_\_

If you are on Probation/Parole, please explain the nature of the incident? \_\_\_\_\_

\_\_\_\_\_

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

What gang? \_\_\_\_\_ Current status: \_\_\_\_\_

**Life Skill Knowledge**

Do you know how to cook?  Yes  No

Please give an example of a well-balanced meal you know how to cook? \_\_\_\_\_

Do you know how to clean?  Yes  No

Please describe how would you clean a kitchen? \_\_\_\_\_

Have you ever had a roommate?  Yes  No

If yes, was the experience positive or negative? (Explain): \_\_\_\_\_

- Can you make a monthly budget?  Yes  No
- Do you pay bills on time?  Yes  No
- Do you own credit cards?  Yes  No
- Do you owe money on school loans?  Yes  No
- Do you know how to use public transportation?  Yes  No
- Do you have any pets?  Yes  No

**Personal Goals**

Please describe how getting into a transitional housing program will help meet your short and long term goals?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I hereby certify that the information I have completed is true and correct to the best of my knowledge,**

\_\_\_\_\_  
**Applicant's Signature**

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

\*\*The Transitional Age Youth Housing Application and supporting documentation/information is privileged and confidential. Distribution and/or reproduction of any record or information outside the intended and approved use is strictly prohibited. Illegal or misuse of this information is punishable by fine and/or imprisonment.

**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**MOVE - IN AGREEMENT**

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

Case #: \_\_\_\_\_ DCFS \_\_\_\_\_ Probation \_\_\_\_\_

Contractor: \_\_\_\_\_

Move In Address: \_\_\_\_\_  
\_\_\_\_\_

City	State	Zip Code
------	-------	----------

Date of Move – In: \_\_\_\_\_

Expected Date of Program Completion: \_\_\_\_\_

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

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

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Case Manager's Name

\_\_\_\_\_  
Signature



<b>ILP Verification of Emancipation Status/Consent For Release of Information</b> LA County Department of Children & Family Services/ Department of Probation	<b>IDENTIFIED SPA:</b>
------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**Client's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SERVICE AGENCY INFORMATION (Please Print)**

Agency Name: \_\_\_\_\_ Email: \_\_\_\_\_  
 Agency Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
 Employee Name: \_\_\_\_\_ Employee Title: \_\_\_\_\_

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

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SERVICE AGENCY TO SEND COMPLETED FORM:**

*DCFS Youth:* \_\_\_\_\_ to [THP-Plus-ClosedCases@dcfs.lacounty.gov](mailto:THP-Plus-ClosedCases@dcfs.lacounty.gov)  
*Probation Youth:* \_\_\_\_\_ to Gregory Lindsey at (213) 637-0036 [Gregory.Lindsey@probation.lacounty.gov](mailto:Gregory.Lindsey@probation.lacounty.gov)

**TO BE COMPLETED BY LA COUNTY DCFS SHD OR DEPT. OF PROBATION STAFF ONLY**

**ILP THP Housing (For youth, ages 18 up to 21)**  
 **TLP/ CoC Housing (For youth, ages 18 up to 24)**  
 The above mentioned client is/was a current/former foster youth or received services from either the L.A. or \_\_\_\_\_ County Department of Children and Family Services or the Department of Probation. Yes: \_\_\_\_\_ No: \_\_\_\_\_  
 **THP+ Housing (For youth, ages 18 up to 25)**  
 The above mentioned client *aged-out* of foster care from either the L. A. or \_\_\_\_\_ County Department of Children and Family Services or the Department of Probation. Yes: \_\_\_\_\_ No: \_\_\_\_\_  
 Youth is eligible for \_\_\_\_\_ months in the THP-Plus program.  
 Previous THP+ Start Date: \_\_\_\_\_

**The client's court case is closed. Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_ Projected Term Date if known: \_\_\_\_\_  
**Case Termination Date:** \_\_\_\_\_ **ILP Eligible: Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_

\_\_\_\_\_  
**DCFS/PROBATION HOUSING SPECIALIST NAME**

\_\_\_\_\_  
**DCFS/PROBATION HOUSING SPECIALIST SIGNATURE** Title Date

*ILP Eligibility criteria can be found on [www.ILPOnline.org](http://www.ILPOnline.org)*

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
TRANSITIONAL HOUSING PROGRAM - PLUS

**APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION**

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

TO: \_\_\_\_\_

I \_\_\_\_\_, residing at \_\_\_\_\_

\_\_\_\_\_ hereby authorized you to release to

the \_\_\_\_\_ specific

(NAME OF AGENCY, INSTITUTE, INDIVIDUAL PROVIDER)

information requested by this agency which I cannot provide concerning \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This information is needed for the following purpose \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

SIGNATURE OF APPLICANT		DATE
BIRTHPLACE	BIRTHDATE	

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

**GRIEVANCE PROCESS AND PROCEDURES**

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

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

Supportive Housing Division Management  
1933 S. Broadway, Suite 700A  
Los Angeles, CA 90007  
Telephone: (213) 763-4513  
Email: [THP-PLUS-CLOSEDCASES@dcfs.lacounty.gov](mailto:THP-PLUS-CLOSEDCASES@dcfs.lacounty.gov)

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

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

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

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

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

Dispute Resolution Program  
320 W. Temple Street, Suite G-10  
Los Angeles, CA 90012  
(800) 593-8222

**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**NOTICE OF GRIEVANCE REQUEST**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Message #: \_\_\_\_\_

Reason for Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency Case Manager: \_\_\_\_\_

Supporting documents attached:  Yes  No

List supporting documents: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Participant Signature: \_\_\_\_\_

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

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

**TRANSITIONAL HOUSING PROGRAM – PLUS**

**APPEALS PROCESS AND PROCEDURES**

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

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

Supportive Housing Division Management  
1933 S. Broadway, Suite 700A  
Los Angeles, CA 90007  
Telephone: (213) 763-4513  
Email: [THP-PLUS-CLOSEDCASES@dcfs.lacounty.gov](mailto:THP-PLUS-CLOSEDCASES@dcfs.lacounty.gov)

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

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

- STEP 6: The Appeals Coordinator will notify the Agency staff of the Notice of Appeal Request and will request submission of copies of records supporting the decision to discharge participant.
- STEP 7: The Agency Administrator will be informed of the date and time of the scheduled Appeals Review and asked to attend.
- STEP 8: Following the Appeals Review, a decision will be rendered by the Appeals Committee within 5 business days. A Notice of Appeal Result form documenting the Appeal Review Committees decision will be forwarded to the Transitional Housing – Plus Program Manager and participant. The Notice of Appeal Result will recommend Reinstatement with or without conditions or Denial of Appeal.
- STEP 9: Agency staff and participant will adhere to the decision rendered by the Appeals Review Committee.
- STEP 10: Participant will be reinstated with or without conditions or Discharged within 30 days.



**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**NOTICE OF APPEAL REQUEST**

Name of Appealer: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Message #: \_\_\_\_\_

Effective Discharge Date: \_\_\_\_\_

Reason for Discharge:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency Case Manager: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting documents attached:  Yes  No

List supporting documents:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**TRANSITIONAL HOUSING PROGRAM – PLUS**

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

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

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

Participant Signature: \_\_\_\_\_

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

**THP-PLUS DISCHARGE SUMMARY**

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

**RESIDENT NAME:** \_\_\_\_\_ **DOB:** \_\_\_\_\_ **AGE:** \_\_\_\_\_

**DATE OF ADMISSION:** \_\_\_\_\_

**DATE OF DISCHARGE:** \_\_\_\_\_

**I. REASON FOR DISCHARGE:**

**II. DESTINATION AFTER DISCHARGE:**

**III. FILE SUMMARY:** *(summarize youth's participation in the program and supportive services)*

**IV. EMPLOYMENT INFORMATION:**

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

**V. EDUCATION INFORMATION:**

Is the participant attending school or training? Yes No  
 Rational for participant not attending school:  
  
 Name of School:  
 Address:  
 Full-time (12+ credits) Part-time Area of Study:  
 Projected date of graduation/completion:

**VI. CLOSING STATEMENT OF SERVICES:** *(summarize discharge plan and supportive services that assisted youth with discharge)*

**VII. THE FOLLOWING HAVE REVIEWED THIS DISCHARGE SUMMARY:**

---

<b>Name</b>	<b>Title</b>	<b>Signature</b>	<b>Date</b>
-------------	--------------	------------------	-------------

---

<b>Name</b>	<b>Title</b>	<b>Signature</b>	<b>Date</b>
-------------	--------------	------------------	-------------

## TRANSITIONAL HOUSING PROGRAM – PLUS

### HOUSING SITE INSPECTION FORM

**ADMISSION INSPECTION**     **QUARTERLY INSPECTION**     **EXIT INSPECTION**

Agency Staff's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

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

**Exterior**

ITEM	CONDITION		NEEDS REPAIR/REPLACEMENT	
1. Walls/Paint	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Door	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Stairs/Railing	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Lawn/Landscaping	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Lighting	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Free of Trash/Debris	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Other _____	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Living Room**

ITEM	CONDITION		NEEDS REPAIR/REPLACEMENT	
1. Walls/Paint	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Windows/Screens	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Carpet/Flooring	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Lighting	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Smoke Detector	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. C.O. Detector*	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Window Treatments	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Sofa	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Coffee Table	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10. Dining Table/Chairs	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11. Other _____	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No

\*Carbon Monoxide Detector

**Kitchen**

ITEM	CONDITION		NEEDS REPAIR/REPLACEMENT	
1. Walls/Paint	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Windows/Screens	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Flooring	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Lighting	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Smoke Detector	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. C.O. Detector*	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Window Treatments	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Stove	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Refrigerator	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10. Dining Table/Chairs	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11. Microwave	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12. Other _____	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No

\* Carbon Monoxide Detector

**Bathroom**

ITEM	CONDITION		NEEDS REPAIR/REPLACEMENT	
1. Walls/Paint	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Windows/Screens	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Flooring	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Lighting	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Smoke Detector	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Window Treatments	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Bathroom Door	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Toilet	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Bathtub/Shower	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10. Sink/Vanity Cabinet	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11. Faucets	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12. Other _____	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Bedroom**

ITEM	CONDITION		NEEDS REPAIR/REPLACEMENT	
1. Walls/Paint	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Windows/Screens	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Carpet/Flooring	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Lighting	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Smoke Detector	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Window Treatments	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Bedroom Door	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Closet Door	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Bed(Headboard/Frame)	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10. Mattress/Box Spring	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11. Dresser	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12. Nightstand	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13. Other _____	<input type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Agency Staff Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# THP-Plus Monthly Participant Occupancy Form

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

Month of \_\_\_\_\_

No.	Unit Address (List Each Bed)	SPA	Name of Participant (First Last)	DOB	Age	Admission Date	Discharge Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Note(s):



**TRANSITIONAL HOUSING PROGRAM – PLUS  
ENTRY ASSESSMENT**

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

**Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_

1. **Did the youth complete the Independent Living Skills Classes prior to entering the Program?**  
Yes \_\_\_\_\_ When? \_\_\_\_\_ No \_\_\_\_\_
  
2. **Did the youth have a high school diploma at time of entry into the Program?**  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - a) **or has the youth earned their GED? Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_**
  - b) **if enrolled in a continuation school: Name of School \_\_\_\_\_**
  - c) **working toward earning a high school diploma \_\_\_\_\_ GED \_\_\_\_\_**
  
3. **Was the youth employed prior to entering the Program?:**  
Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Not Employed \_\_\_\_\_
  - a) **If employed, what was the Monthly Salary: \$ \_\_\_\_\_**

**Employer/Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_
  
4. **Does the youth have a relationship with a committed adult?**  
Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
**Case Manager's Signature**

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

**TRANSITIONAL HOUSING PROGRAM – PLUS  
TWELVE-MONTH ASSESSMENT**

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

**Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_

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

If no, **Is the participant enrolled?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Name of School** \_\_\_\_\_

**Expected completion date** \_\_\_\_\_

2. **Is the participant enrolled in, or completed higher learning?**  
Yes \_\_\_\_\_ No \_\_\_\_\_

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

**Enrolled** \_\_\_\_\_      **Completed** \_\_\_\_\_      **Date of completion** \_\_\_\_\_      **Degree** \_\_\_\_\_

3. **Is the participant currently employed?:**  
**Full-time** \_\_\_\_\_      **Part-time** \_\_\_\_\_      **Not Employed** \_\_\_\_\_

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

b) **Is the participant's salary greater than at entry?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Employer/Company Name:** \_\_\_\_\_

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

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

4. **Is the youth attending life skills classes?** Yes \_\_\_\_\_ No \_\_\_\_\_  
**Reason not attending** \_\_\_\_\_

5. **Does the youth have a relationship with a committed adult?**  
Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
**Case Manager's Signature**

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

**LOS ANGELES COUNTY  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
TRANSITIONAL HOUSING PROGRAM - PLUS**

**YOUTH INTERVIEW**

**Date:** \_\_\_\_\_ **Interviewer:** \_\_\_\_\_

**Youth:** \_\_\_\_\_

**Living Situation**

Where and with whom have you been living? \_\_\_\_\_

\_\_\_\_\_ How Long? \_\_\_\_\_

How was your foster care experience? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ How Long? \_\_\_\_\_

Why can't you continue to stay there?

\_\_\_\_\_

\_\_\_\_\_

If you do not enter our Program, where will you stay?

\_\_\_\_\_

\_\_\_\_\_

Do you have any relatives, friends, or resources that could help you secure a place to live?

\_\_\_\_\_

\_\_\_\_\_

Have you ever been in another Transitional Housing Program? Yes  No

What program? What was your reason for leaving?

\_\_\_\_\_

\_\_\_\_\_

**Education**

Are you in school? Yes  No  Were you ever in Special Education? Yes  No

When did/will you receive your diploma/GED? \_\_\_\_\_

What are your educational plans? College  Trade school  Vocational school

How will you enroll in school? \_\_\_\_\_

**Employment**

Are you employed? Yes  No  Perm.  Temp.

Hours per week? \_\_\_\_\_ Hourly wage? \$ \_\_\_\_\_

Name of Employer: \_\_\_\_\_

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

What is your work experience? Where and how long? What was your hourly wage?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With the experience that you have, what kinds of jobs could you get? \_\_\_\_\_

\_\_\_\_\_  
How would you look for work (ads, walk-ins, internet)? \_\_\_\_\_  
\_\_\_\_\_

Are you willing to work while in our Program? Yes  No

\_\_\_\_\_

**Money Management**

Do you have a Checking account? Yes  No  Balance? \$ \_\_\_\_\_

Do you have a Savings account? Yes  No  Balance? \$ \_\_\_\_\_

Bank name: \_\_\_\_\_

Do you have a monthly budget? Yes  No  \_\_\_\_\_

What's the difference between gross and net pay? \_\_\_\_\_

\_\_\_\_\_

How do you spend your money? \_\_\_\_\_  
\_\_\_\_\_

Do you have any credit card debt? Yes  No

If yes, what accounts? \_\_\_\_\_ Balance? \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

---

**Auto Ownership**

Do you have a driver's license? Yes  No

Do you have a car? Yes  No  is the car registered? Yes  No   
Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Monthly payment: \$ \_\_\_\_\_ Monthly insurance: \$ \_\_\_\_\_

**Independent Skills**

Can you do laundry? Yes  No  \_\_\_\_\_

Do you cook? Yes  No  \_\_\_\_\_

What dishes? Yes  No  \_\_\_\_\_

Have you shopped for groceries? Yes  No

How often do you clean your room? Your house? Tell me step by step how you clean a kitchen. What cleaners and tools do you use?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you had a roommate? How have you dealt with disagreements? How did/do you share the work to clean your room?

\_\_\_\_\_  
\_\_\_\_\_

**Activities**

What do you like to do for fun? With who? \_\_\_\_\_

---

---

Who do you talk to when you have a problem? Do you have a best friend?

---

---

---

Are you in a relationship? Yes  No

How much time do you spend with them? \_\_\_\_\_

---

**Gang Affiliation & Arrests**

Have you ever been in a gang? Yes  No

Are you currently part of gang? Yes  No

---

Visible tattoos? Yes  No  Outstanding warrants? Yes  No

Have you ever been detained or arrested? Yes  No

---

**Mental and Physical Health**

What do you when you are sad? Have you ever been depressed or on medication to help with your mental health?

---

---

---

---

Have you ever been hospitalized? Yes  No  For how long and for what?

---

---

---

---



Do you have any health conditions that require medication? Yes  No

Any illnesses? Yes  No

---

---

Have you ever made your own medical or dental appointments? Yes  No

---

Where would you go if you had a medical emergency?

---

---

---

Do you practice safe sex on a regular basis? Yes  No

What are two methods for preventing sexually transmitted diseases?

---

---

**Drug Use**

Do you smoke cigarettes? Yes  No  Do you drink alcohol? Yes  No

Have you ever smoked marijuana? Yes  No

Have you used other types of drugs? Yes  No

What kind? \_\_\_\_\_ How long did you use? \_\_\_\_\_

When is the last time you used? \_\_\_\_\_

Have you completed drug treatment? Yes  No

---

---

Are you aware drug use is not permitted in our apartments? Yes  No

**Teen Mom**

Child's age \_\_\_\_\_ Is the father involved in the child's life? Yes  No

Has he ever hit you? Yes  No

Explain \_\_\_\_\_

Explain your childcare situation \_\_\_\_\_  
\_\_\_\_\_

Are you willing to work while in THP? Yes  No

**Appropriateness**

What do you expect to gain from our Program?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Interviewer's Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Disposition/Behavior**

Calm	mature	insightful	professional dress
Made eye contact	well-mannered	positive	motivated
Argumentative	agitated	nervous	uninterested
Unfocused	immature	delayed responses	unmotivated

**DEPARTMENT OF SOCIAL SERVICES**

744 P Street, Sacramento, California 95814



July 16, 2002

ALL COUNTY LETTER NO. 02-53

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

REASON FOR THIS TRANSMITTAL

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

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

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

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

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

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

Sincerely,

**Original Document Signed  
 By Nina Grayson For**

SYLVIA PIZZINI  
 Deputy Director  
 Children and Family Services Division

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

**PERSONAL DATA**

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

**EDUCATION**

**Completed schooling**

Type of education I have completed:

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

School Attended: \_\_\_\_\_

Course of Study: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**Current schooling**

Type of education I am currently enrolled in:

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

School Attended: \_\_\_\_\_

Course of Study: \_\_\_\_\_ Projected Completion Date: \_\_\_\_\_

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

Other (specify): \_\_\_\_\_

**Educational Goals**

Grade Point Average: \_\_\_\_\_

During my time in STEP, my educational goals are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My plan to achieve these goals are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My educational Service Provider is: \_\_\_\_\_

They will help me achieve these goals by:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

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

**Financial Aid/Scholarship Information**

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

- Financial Aid     Scholarship     Grant     Other: \_\_\_\_\_

Please specify what is received:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Summer Plans**

During the summer break, my plans are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Additional Information**

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**EMPLOYMENT (Current Employment)**

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

**Employment History**

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

JOB RESPONSIBILITIES:

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

JOB RESPONSIBILITIES:

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

JOB RESPONSIBILITIES:

**Unpaid Work Experience (Volunteer Work)**

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

JOB RESPONSIBILITIES:

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

JOB RESPONSIBILITIES:

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

JOB RESPONSIBILITIES:

**Employment Needs**

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My employment Service Provider is: \_\_\_\_\_

My Service Provider will help me with these needs by: \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**CAREER**

**Career Goal**

My Career goals are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My plans to achieve these goals are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**CAREER**

**Career Goal (Continued)**

My career Service Provider is: \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

I am achieving my career goals:  YES  NO

Supporting documentation: \_\_\_\_\_

**HEALTH COVERAGE**

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

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

I would like information on the following:  Drug Rehabilitation  Alcohol Rehabilitation  Tobacco Cessatio  
 None  Other (specify): \_\_\_\_\_

My health Service Provider is: \_\_\_\_\_

My Service Provider will assist me by: \_\_\_\_\_

Additional health needs:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My Service Provider will assist me by: \_\_\_\_\_

**HOUSING**

My current living situation is (check all that apply):  With spouse  With minor children  
 Alone renting an apartment or house  Transitional Housing  Host Family  With parent  
 With roommate renting an apartment or house  With relatives  College Dorm  Homeless  
 Shelter  Section 8 Vouchers  Unsafe  Temporary  With friends  
 Other (specify): \_\_\_\_\_

My current living situation is safe:  YES  NO

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

I have changed residences during the previous 12 months because: \_\_\_\_\_

I am currently on the transitional housing waiting list:  YES  NO

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

My housing needs are: \_\_\_\_\_

My housing Service Provider is: \_\_\_\_\_

My Service Provider will assist me by: \_\_\_\_\_

**DRIVERS LICENSE**

I hold a valid California Driver License:  YES  NO

If NO, please explain: \_\_\_\_\_

My plans to obtain one are: \_\_\_\_\_

My Service Provider will assist me by: \_\_\_\_\_

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

I currently have car insurance:  YES  NO

If NO, please explain: \_\_\_\_\_

My plans to obtain insurance are: \_\_\_\_\_

My Service Provider will assist me by: \_\_\_\_\_

**SUPPORT NETWORK**

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

Relationship	Name of Supportive Adult	Contact #
Mentor	NAME: _____	( ) -
Relative	NAME: _____	( ) -
STEP Provider	NAME: _____	( ) -
Social Worker	NAME: _____	( ) -
Friend	NAME: _____	( ) -
THP + Provider	NAME: _____	( ) -
ILP Staff	NAME: _____	( ) -
Former Foster Parent	NAME: _____	( ) -
Therapist	NAME: _____	( ) -
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	



**FINANCIAL**

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

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

STEP PARTICIPANT	DATE
SERVICE PROVIDER	DATE
COUNTY REPRESENTATIVE	DATE

---

---

**PERSONAL DATA FORM**

These questions are for data collection purposes only.

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

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

**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**SAVINGS AGREEMENT**

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

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

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

Participants are encouraged to contribute more than 50% of their earnings.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Case Manager Signature

\_\_\_\_\_  
Date

## SERIOUS INCIDENT REPORT

AGENCY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PARTICIPANT'S ADDRESS: \_\_\_\_\_

CITY, STATE ZIP CODE \_\_\_\_\_

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

**TYPE OF INCIDENT;**

INJURY/ILLNESS	PHYSICAL VIOLENCE	SEXUAL INCIDENT
SUICIDE ATTEMPT	OTHER	OTHER

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

---



---



---

**CONCLUSION:**

---



---



---

**PERSON(S) NOTIFIED REGARDING INCIDENT**

WHO	DATE & TIME	TELEPHONE	DATE NOTIFIED	PERSON CONTACTED
PROGRAM MANAGER				

**LIST ANY OTHER ATTACHMENTS/SUPPORTING DOCUMENTS:**

---



---



---



---

\_\_\_\_\_  
 Staff making report signature                      Print Name                      Date report written

\_\_\_\_\_  
 Program Director's signature                      Print Name                      Date

**NAME AND TITLE OF STAFF SUBMITTING REPORT:** \_\_\_\_\_

**DATE AND TIME SUBMITTED:** \_\_\_\_\_

# THP-Plus Monthly Report

Month of \_\_\_\_\_

Agency	SPA	Active (Month Begin)  (a)	New Admit  (b)	Transfer  (c)	Discharged  (d)	Active (Month End)  (e)=(a+b- c-d)	Total Served  (e)=(a+b)	# Application Received	# on Wait List
<b>TOTAL</b>									

\_\_\_\_\_  
Agency Representative's Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



**TRANSITIONAL HOUSING PROGRAM - PLUS**  
**AGENCY QUARTERLY PARTICIPANT PROGRESS REPORT**

REPORTING PERIOD \_\_\_\_\_ - \_\_\_\_\_

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

**1. PARTICIPANT EMPLOYMENT STATUS**

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



**2. EDUCATIONAL STATUS**

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

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

**3. LIFE SKILLS TRAINING**

<b>Youth Name</b>	<b>Training Dates</b>	<b>Topics</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

**4. PROGRESS TOWARDS STEP-TILP GOALS**

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

**5. AREAS OF RECOMMENDED IMPROVEMENT**

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

**THE FOLLOWING HAVE REVIEWED THIS AGENCY QUARTERLY PARTICIPANT REPORT:**

---

**Name Title Signature Date**

---

**Name Title Signature Date**

# THP-Plus Annual Report

(Reporting Period)

Total Number Participants Served*			TOTAL (a+b+c)	By Referral Department			By Ethnicity						By Gender			# of Parenting Youth <i>(at the Year End)</i>	# Remain in Program <i>(at the Year End)</i>
#	Agency	SPA		DCFS (a)	PROB (b)	Dual (c)	American Indian/ Alaska Native	Black/African American	Hispanic/Latino	Hawaiian/ Pacific Islander	Asian	White/ Caucasian	Other	Male	Female		
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
<b>TOTAL</b>																	

\* Include roll-over from prior year and new participants









**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**EXIT ASSESSMENT**

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

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

Entry Date: \_\_\_\_\_ Exit Date: \_\_\_\_\_

Departure Reason: Planned \_\_\_\_\_ Unplanned \_\_\_\_\_ Violation/Discharge \_\_\_\_\_

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

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

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

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

Enrolled \_\_\_\_\_ Completed \_\_\_\_\_ Date of completion \_\_\_\_\_ Degree \_\_\_\_\_

Name of School \_\_\_\_\_

4. Is the participant working? Yes \_\_\_ No \_\_\_  
Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Monthly Salary \$ \_\_\_\_\_

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

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

Employer/Company Name: \_\_\_\_\_

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

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

Is exit salary higher than entry salary? Yes \_\_\_\_\_ No \_\_\_\_\_

5. Has the participant obtained permanent housing? Yes \_\_\_ No \_\_\_

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

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

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

7. Emergency Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

Exit Interview Questions:

1. What was helpful in THP – Plus? \_\_\_\_\_  
\_\_\_\_\_

2. What was not helpful in the program? \_\_\_\_\_  
\_\_\_\_\_

3. Do you feel your knowledge in the areas covered in the lifeskills workshops is greater than it was at the time of entry into the program? \_\_\_\_Yes \_\_\_\_No

Which topics were most beneficial? \_\_\_\_\_  
Least beneficial? \_\_\_\_\_

Which lifeskills topics were the least beneficial? \_\_\_\_\_

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

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

Emancipation Savings Disbursement: Issued/Amount \$ \_\_\_\_\_

Date: \_\_\_\_\_ Check # \_\_\_\_\_

Rental Savings Disbursement: Issued/Amount \$ \_\_\_\_\_

Date: \_\_\_\_\_ Check # \_\_\_\_\_

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

Case Manager's Signature \_\_\_\_\_

**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**FOLLOW-UP SURVEY**

Name of Participant: \_\_\_\_\_ DOB: \_\_\_\_\_

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

1. Date of contact: \_\_\_\_\_

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

If no, indicate new address \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Is the new address, permanent housing? Yes \_\_\_\_\_ No \_\_\_\_\_

Has the participant remained in permanent housing for 6 months?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Is the participant currently employed? Yes \_\_\_\_\_ No \_\_\_\_\_

Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Monthly Salary \$ \_\_\_\_\_

Employer/Company Name: \_\_\_\_\_

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

\_\_\_\_\_

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

6. Does the participant have a consistent relationship with a caring adult?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Attempted Contacts:**

\_\_\_\_\_ **Unable To Locate**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Comments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Comments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Comments

**Notes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date



## TRANSITIONAL HOUSING PROGRAM – PLUS

### MONTHLY INCOME AND SAVINGS LOG

For \_\_\_\_\_ 20\_\_\_\_  
(Month) (Year)

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

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

*From Agency to Participant:*

ITEM	Amount	Date
Food Stipend <input type="checkbox"/> \$150 individual participant or <input type="checkbox"/> \$200 parenting participant	\$	
Transportation <input type="checkbox"/> Buss Pass or <input type="checkbox"/> Transportation Allowance	\$	
<b>Total Received</b>		

*From Participant to Agency:*

ITEM	Amount	Date
Rental Contribution: _____ % (at least 30% of net monthly income)	\$	
<b>Total Monthly Savings</b>		

I received the above amounts for each item listed.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**THP-Plus Administrative Office/Headquarters (AGENCY)**

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

**THP-Plus Service Site(s) (FACILITY)**

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

(Please make additional copies of this form if necessary)



## TRANSITIONAL HOUSING PROGRAM – PLUS UNIT VERIFICATION FORM

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

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

PARTICIPANT: \_\_\_\_\_

NUMBER OF BEDROOMS: \_\_\_\_\_ NUMBER OF BATHROOMS: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Agency Staff Signature\_\_\_\_\_  
Name and Title

**TRANSITIONAL HOUSING PROGRAM - PLUS****PERSONAL/HOUSEHOLD ITEM INVENTORY****AGENCY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_**PARTICIPANT:** \_\_\_\_\_**PERSONAL HYGIENE**

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

**LAUNDRY ITEMS**

- LAUNDRY DETERGENT  
 BLEACH  
 FABRIC SOFTENER  
 STAIN/SPOT REMOVER  
 LAUNDRY BASKET  
 OTHER \_\_\_\_\_

**FIRST AID ITEMS**

- STERILE GAUZE  
 STERILE GAUZE PADS  
 FIRST-AID TAPE  
 COTTON BALLS  
 RUBBING ALCOHOL  
 ANTISEPTIC SPRAY  
 OTHER \_\_\_\_\_

**CLEANING ITEMS**

- ALL PURPOSE CLEANER  
 SCOURING POWDER  
 MILDEW REMOVER  
 SPONGES  
 BROOM  
 MOP & BUCKET  
 GLASS CLEANER  
 FURNITURE POLISH  
 DUST CLOTHS  
 DISH RAG (3)  
 DISH TOWELS (5)  
 OVEN CLEANER  
 PAPER TOWELS  
 NAPKINS  
 OTHER: \_\_\_\_\_

**HOUSEHOLD ITEMS**

- IRON  
 CAN OPENER  
 COOKWARE (complete set)  
 DINNERWARE (set of four or greater)  
 UTENSILS (set of four or greater)  
 CUTLERY (set of four or greater)  
 IRONING BOARD and COVER  
 CLOTHES HAMPER  
 DRINKING GLASSES (min 4)

**LINENS**

- |                                                 |                                               |
|-------------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> FITTED SHEETS (min. 2) | <input type="checkbox"/> BEDSPREAD            |
| <input type="checkbox"/> FLAT SHEETS (min. 2)   | <input type="checkbox"/> BATH TOWELS (min. 2) |
| <input type="checkbox"/> PILLOWCASE (min. 2)    | <input type="checkbox"/> WASH CLOTHS (min. 2) |
| <input type="checkbox"/> BLANKET                | <input type="checkbox"/> OTHER: _____         |
| <input type="checkbox"/> MATTRESS COVER         |                                               |

**UPON ADMISSION AGENCY HAS PROVIDED ALL REQUIRED ITEMS.**\_\_\_\_\_  
**PARTICIPANT'S SIGNATURE & DATE**\_\_\_\_\_  
**STAFF SIGNATURE & DATE**

## Participant Satisfaction Survey

### Background Information

County where you live: \_\_\_\_\_

#### Type of THP-Plus housing unit:

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

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

- Yes       No

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

- Yes       No

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

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

**How old are you?**

- 18     19     20     21     22     23     24

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

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

### Satisfaction with the THP-Plus Program

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

**Safety of the housing:**

- Excellent     Good     Fair     Poor

**Quality of the housing:**

- Excellent     Good     Fair     Poor

**Location of the housing:**

- Excellent     Good     Fair     Poor

**Case management services:**

- Excellent     Good     Fair     Poor     N/A

**Educational support:**

- Excellent     Good     Fair     Poor     N/A

**Emotional support, counseling, or therapy:**

- Excellent     Good     Fair     Poor     N/A

**Employment support or job training:**

- Excellent     Good     Fair     Poor     N/A

**Mentoring or building relationships with Caring Adults:**

Excellent  Good  Fair  Poor  N/A

**Supporting relationships with family members:**

Excellent  Good  Fair  Poor  N/A

**Training in budgeting and money management:**

Excellent  Good  Fair  Poor  N/A

**Training in tenants' rights and managing an apartment:**

Excellent  Good  Fair  Poor  N/A

**Other life skills training:**

Excellent  Good  Fair  Poor  N/A

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

Excellent  Good  Fair  Poor  N/A

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

Excellent  Good  Fair  Poor  N/A

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

Excellent  Good  Fair  Poor  N/A

**Overall satisfaction with THP-Plus:**

Excellent  Good  Fair  Poor

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

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

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

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

**THANK YOU VERY MUCH FOR YOUR FEEDBACK!**

**TRANSITIONAL HOUSING PROGRAM – PLUS  
EMPLOYMENT PLAN FOR UNEMPLOYED PARTICIPANTS**

Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Date of Admission: \_\_\_\_\_ Length of Time in the Program: \_\_\_\_\_

Expected Departure Date: \_\_\_\_\_

Date of Unemployment: \_\_\_\_\_

**To be completed by the THP – Plus participant:**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Participant Signature: \_\_\_\_\_

Case Manager Signature: \_\_\_\_\_



CDSS

WILL LIGHTBOURNE  
DIRECTORSTATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**

744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov

EDMUND G. BROWN JR.  
GOVERNOR

July 22, 2015

ALL COUNTY INFORMATION NOTICE NO. I-31-15

TO: ALL COUNTY WELFARE DIRECTORS  
ALL COUNTY CALWORKS PROGRAM SPECIALISTS  
ALL COUNTY ELIGIBILITY SUPERVISORS  
ALL COUNTY CONSORTIUM PROJECT MANAGERS  
ALL CHIEF PROBATION OFFICERS  
ALL GROUP HOME PROVIDERS  
ALL FOSTER FAMILY AGENCIES

SUBJECT: EXTENSION OF MEDI-CAL BENEFITS FOR YOUTH EXITING  
FOSTER CARE

REFERENCE: DEPARTMENT OF HEALTHCARE SERVICES (DHCS) ALL COUNTY  
WELFARE DIRECTORS LETTER (ACWDL) 14-41; CALIFORNIA  
WELFARE AND INSTITUTIONS CODE (WIC) SECTIONS 391  
AND 14005.28

The purpose of this All County Information Notice is to provide county child welfare agency social workers, probation officers, eligibility workers and other county staff with best practices to ensure that youth who are preparing to exit foster care will continue to receive Medi-Cal until age 26.

Background

The federal Foster Care Independence Act of 1999 (Public Law 106-169) allowed states the flexibility to elect to provide Medicaid (known in California as Medi-Cal) to youth who exit foster care after turning 18. In 2000, Section 391 was added to the WIC and requires, in part, the social worker to assist the exiting foster youth in completing an application for Medi-Cal or in obtaining other health insurance prior to terminating dependency. Similarly, WIC sections 452 and 607.3 require the probation officer to provide such assistance prior to the termination of the court's jurisdiction to a transition dependent under the supervision of the probation department or a ward subject to a foster care placement at age 18.

REASON FOR THIS TRANSMITTAL

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

All County Information Notice No. I-31-15  
Page Two

In 2013, Section 14005.28 was added to the WIC. The WIC section 14005.28 states in part, "A foster care adolescent who is in foster care in this state on his or her 18th birthday shall be enrolled to receive benefits under this section without any interruption in coverage and without requiring a new application." Therefore, youth who exit foster care on or after attaining 18 years-of-age, including youth who are missing from placement at the time of foster care exit, are not required to reapply for Medi-Cal and should be automatically transferred into the Medi-Cal Program for former foster youth.

In 2014 pursuant to the Affordable Care Act, California implemented the law for former foster youth and extended Medi-Cal coverage until age 26.

In 2015 DHCS released ACWDL 14-41 which provides instructions to counties for the administration of Medi-Cal benefits to youth who were in foster care at age 18 or older and are between the ages of 18 and 26. A procedure to extend the Medi-Cal benefits for the exiting foster youth was created. The DHCS Medi-Cal aid code, 4M, is used for exiting foster youth in order to continue enrollment. By enrolling exiting foster youth in the 4M aid code, these youth will maintain their benefits up to age 26.

### Current Practices

Counties assist exiting foster youth with maintaining Medi-Cal eligibility by connecting or introducing youth to the Medi-Cal eligibility worker and providing contact information in Team Decision Making and Emancipation meetings or by referring the case to a Medi-Cal worker. However, there is not a standard process in place for all counties to follow for transitioning Medi-Cal benefits for exiting foster youth.

### Suggested Practices

The following are suggested steps for a social worker or probation officer to take before the foster youth exit care:

- Check with county Medi-Cal eligibility staff before the youth exits foster care to ensure their continued Medi-Cal coverage is active.
- Check with county Medi-Cal eligibility staff before the youth exits foster care to ensure their continued Medi-Cal coverage on aid-code 4M will be active once the youth has exited foster care.
- Provide foster youth with information about ongoing eligibility for Medi-Cal until age 26.



All County Information Notice No. I-31-15  
Page Three

- Refer the foster youth to the county eligibility worker if they have questions on “fee for service” and managed care Medi-Cal options.
- Confirm the foster youth has a Medi-Cal card (also called a Benefits Identification Card or BIC) and contact information for their Medi-Cal eligibility worker. If the foster youth does not have a Medi-Cal card, staff should assist the youth with acquiring a replacement card before exiting care.
- Advise foster youth and former foster youth who they can contact if they need further assistance. Potential resources include county Independent Living Coordinators, a county Ombudsman’s Office and the California State Ombudsman’s Office for Foster Care.
- Advise foster youth of the importance of maintaining contact with their Medi-Cal workers if their address or contact information changes.

If you have any questions, please call the Foster Care Support Services Bureau at (916) 651–7465.

Sincerely,

***Original Document Signed By:***

GREGORY E. ROSE  
Deputy Director  
Children and Family Services Division

c: CWDA

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

This form is to be used by DCFS users of Transitional Housing Program - Plus services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

E-mail Address: \_\_\_\_\_

Date of Report: \_\_\_\_\_

DCFS 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 County Program Manager at: (213) 763-9302**

Send UCR to THP-Plus County Program Manager, 1933 S. Broadway, Suite 700A, Los Angeles, CA 90007 and a copy to Contracts Compliance Section, 510 S. Vermont Avenue, 4<sup>th</sup> Floor, Los Angeles, CA 90020.

**PLACEHOLDER FOR ANSELL CASEY LIFE SKILLS ASSESSMENT**

**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**EDUCATION PLAN FOR THP-PLUS PARTICIPANT**

Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Date of Admission: \_\_\_\_\_ Length of Time in the Program: \_\_\_\_\_

Expected Departure Date: \_\_\_\_\_

**To be completed by the THP – Plus participant:**

I \_\_\_\_\_, acknowledge that I have not participated in education toward obtaining high school diploma or GED since \_\_\_\_\_.

I understand that my continued participation in THP-Plus is dependent on following the rules and requirements of the program. One of the program goals is to obtain high school diploma or GED if I do not have one at the time of admission into the program.

I also understand that my progress toward seeking high school diploma or GED will be evaluated in 90 days. I understand that if I do not actively participate in education to obtain high school diploma or GED, I may be discharged from the program for lack of participation.

My plan for corrective action in regards to obtaining high school diploma or GED is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date \_\_\_\_\_

Case Manager Signature: \_\_\_\_\_ Date \_\_\_\_\_

## THP-PLUS PARTICIPANT RIGHTS & RESPONSIBILITIES

### KNOW YOUR RIGHTS IN TRANSITIONAL HOUSING!

Are you a young adult age 18-24 or “non-minor dependent” living in a transitional housing program? These programs include THP, THP+ and THP+FC.

If you are living in an apartment under one of these programs, you have the same rights – and responsibilities – as other tenants in rental housing.<sup>1</sup>

You have the **RIGHT**:

**To privacy.**<sup>2</sup> Your unit should have a door that locks.<sup>3</sup> The building owner/manager and transitional housing program staff must give you advance notice in writing if they need to enter your apartment. If you have not received written notice, they cannot come into your apartment without your consent, unless there is an emergency.<sup>4</sup>

**To safe and healthy living conditions.**<sup>5</sup> Building owners/managers must ensure that the building is maintained,<sup>6</sup> free from mold, pests, and other health hazards,<sup>7</sup> and the plumbing, electrical, heating/cooling and other systems are in good repair.<sup>8</sup>

**To notice and a hearing before you are told to leave in certain circumstances.**<sup>9</sup> Building owners, managers, and transitional housing programs cannot evict you (kick you out) without going through a legal process.

- They must give you written notice<sup>10</sup> and a chance to fix the problems<sup>11</sup> listed in the notice (for example, late rent or violating a no-pets policy). If you do not fix the problem, they can

<sup>1</sup> The state Manual of Procedures and Policies (MPP) governing Transitional Housing Program Plus (THP-Plus) explicitly refers to program participants as “tenants,” and requires that providers “comply with California landlord-tenant law (Civil Code Section 1940, et. seq.) and/or the Transitional Housing Misconduct Act (Health & Safety Code Section 50580 et seq.)” MPP 30-920.1(g). The Transitional Housing Misconduct Act now appears in Cal. Civ. Code § 1954.10 et seq., effective Jan. 1, 2017. The requirement to give proper notice, file an unlawful detainer action, and obtain a court order before evicting a tenant applies to “all persons who hire dwelling units located within this state, including tenants, lessees, boarders, lodgers, and others, however denominated.” (Civ. Code § 1940(a).) Some housing situations are exempted from Sections 1940 et seq. but transitional housing programs are not among them.

<sup>2</sup> MPP 30-920.1(a).

<sup>3</sup> Cal. Civ. Code § 1941.3.

<sup>4</sup> Civ. Code § 1954.

<sup>5</sup> *Green v. Superior Court*, 10 Cal.3d 616, 637-638 (1974) (holding that all leases and rental agreements contain an implied warranty of habitability); Cal. Civ. Code § 1941.

<sup>6</sup> Cal. Civ. Code § 1941.1.

<sup>7</sup> Cal. Civ. Code § 1941.1(6).

<sup>8</sup> Cal. Civ. Code § 1941.1(2)-(5).

<sup>9</sup> Cal. Code of Civ. Proc. § 1161(2)-(4); LAMC § 151.09(C). The regulations also provide a right “to be free from arbitrary or capricious rules; the right to understand all rules in writing and in appropriate languages and formats; the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result); and the right to a grievance procedure.” MPP 30-920.1(f).

<sup>10</sup> Cal. Code of Civ. Proc. § 1161(2)-(4).

<sup>11</sup> Cal. Code of Civ. Proc. § 1161(3).

ask a court to issue an eviction order.<sup>12</sup> You have the right to written notice and a court hearing before this happens.

- Even if the transitional housing program thinks you are a danger to yourself or other people, they must give you a written notice and get a court order to evict you.

**Along with these rights, you have responsibilities as a tenant:**

- To pay rent on time (if your transitional housing program requires you to pay rent)<sup>13</sup>
- To keep your unit in good repair,<sup>14</sup> and pay for any damage you cause.<sup>15</sup>
- To follow all rules in the lease agreement (for example, many apartment buildings have rules about pets, smoking, overnight guests, parking, etc.)
- To respect other tenants' rights (for example, by keeping noise down, not blocking hallways or leaving security gates open, etc.)<sup>16</sup>

---

<sup>12</sup> Cal. Code of Civ. Proc. § 1161(4).

<sup>13</sup> LAMC § 151.09(A)(1).

<sup>14</sup> Cal. Civ. Code § 1941.2; LAMC § 151.09(A)(3).

<sup>15</sup> Cal. Civ. Code § 1929.

<sup>16</sup> Cal. Code of Civ. Proc. § 1161(4); LAMC § 151.09(A)(3).

**PROVIDER'S NAME**  
**TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION**  
**YOUTH (THP-Plus)**  
**PRICING SCHEDULE**

Contractor hereby agrees to perform the services, the scope of which is set forth in the above-identified Contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Attachments, and Contract.

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP- Plus)	Pro Rata Payment Per Unit of Service
put agency name here Contractor must not exceed the maximum capacity of XX THP-Plus participants per month.	\$3,000.00 per month per THP-Plus participant; \$3,300 for parenting participants

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date

**SAMPLE LINE ITEM BUDGET SHEET**

Contractor's Name \_\_\_\_\_

Service Category: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

**DIRECT COST** (List each staff classification)

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

**Total Salaries and Wages** \$ \_\_\_\_\_

\*FTE = Full Time Equivalent Positions

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

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total Payroll Taxes</b>	<b>\$ _____</b>

Insurance (List Type/Coverage. See Part I, Insurance Coverage Requirements, 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



## COUNTY'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

### COUNTY'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.  
Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### COUNTY'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.  
Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### COUNTY'S PROJECT MONITOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.  
Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION

Contract NO. \_\_\_\_\_

**DCFS PROGRAM MANAGER:**

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

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**DCFS CONTRCT PROGRAM MONITOR:**

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

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

CONTRACT NO. Click or tap here to enter text.

### CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**Contractor Name: [Click or tap here to enter text.](#)Contract No [Click or tap here to enter text.](#)**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 must 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: [Click or tap here to enter text.](#)PRINTED NAME: [Click or tap here to enter text.](#)POSITION: [Click or tap here to enter text.](#)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: [Click or tap here to enter text.](#) Contract No [Click or tap here to enter text.](#)

Employee Name: [Click or tap here to enter text.](#)

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: [Click or tap here to enter text.](#)

PRINTED NAME: [Click or tap here to enter text.](#)

POSITION: [Click or tap here to enter text.](#)

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Non-Employee Name: Click or tap here to enter text.

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

**SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names





Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A BETTER CHOICE.  
SAFELY SURRENDER YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

**DEPARTMENT OF AUDITOR-CONTROLLER  
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

*The purpose of the handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations that contract with Los Angeles County.*

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations (CONTRACTOR) that contract with Los Angeles County (COUNTY).

***The accounting, financial reporting, and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures, preclude the use of more sophisticated methods, or supersede any laws or requirements imposed by the applicable funding sources (i.e., federal and State agencies) that may be more restrictive and/or stringent. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.***

### A. ACCOUNTING AND FINANCIAL REPORTING

#### 1.0 Basis of Accounting

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

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

#### 1.1 Accrual Basis

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period earned (rather than when cash is received). Expenditures are recorded in the accounting period incurred (rather than when cash is disbursed).

Recorded accruals (e.g., to estimate expenditures) shall be reversed in the subsequent accounting period or when deemed appropriate in accordance with Generally Accepted Accounting Principles (GAAP).

## A-C Contract Accounting and Administration Handbook

### 1.2 Cash Basis

If a CONTRACTOR elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of each year of the contract, and at the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

### 1.3 Prepaid Expenditures

Prepaid expenditures (e.g., insurance, service agreements, lease agreements) must be expensed during the appropriate Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

### 2.0 Accounting System

Each CONTRACTOR must maintain a **double entry accounting system** (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY requires that a Payroll Register (see Section A.2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR must maintain separate cost centers, which clearly identify funds received and expended on services provided under the COUNTY Agreement.

### 2.1 General Journal

A General Journal must 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:

	<u>Debit</u>	<u>Credit</u>
Rent Expenditure	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

A Cash Receipts Journal must be maintained for recording all cash receipts (e.g., COUNTY warrants, contributions, interest income). The Cash Receipts Journal shall, at a minimum, contain the following column headings:

- Date
- Receipt Number
- Cash Debit Columns
- Income Credit Columns (for the following accounts):
  - COUNTY payments (one per funding source)
  - Contributions/Donations
  - Other Income (grants, sales of supplies/services, rental income, miscellaneous revenue, fees)
  - Description (entries in the description column must clearly specify the source of cash receipts.)

### 2.3 Cash Disbursements Journal

A Cash Disbursements Journal must be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance)

The Cash Disbursements Journal must, at a minimum, contain the following column headings:

- Date
- Check Number
- Cash (Credit) Column
- Expenditure Account Name
- Description

Note (1) Separate cost columns are required for salary expenditures and other recurring cost classifications for each program.

Note (2) Entries in the description column must clearly specify the nature of the cost and the corresponding cost classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage reimbursements, travel reimbursements, and petty cash fund custodian checks).

A **Check Register** may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Canceled checks and credit card statements (VISA, AMEX, department store, etc.) alone will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on documentation requirements.

### 2.4 General Ledger

A General Ledger must be maintained with accounts for all assets, liabilities, fund balances, revenues, and expenditures. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of the CONTRACTOR'S programs and activities (both COUNTY and non-COUNTY).

### 2.5 Chart of Accounts

A Chart of Accounts must be maintained:

- The COUNTY recommends that CONTRACTORS use the same expenditure 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 expenditures for travel shall be posted to the account titled "travel" and not intermixed with other expenditure 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
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:
  - Accrual Period
  - Gross Pay
  - Itemized Payroll Deductions
  - Net Pay Amount
  - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU), reporting, filing (e.g., 941, DE-7, W-2, W-4, and 1099s), and all applicable tax deposits.

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines to properly classify employees and independent contractors.

2.7 Invoices/Billings

Each CONTRACTOR must submit an invoice/billing at least monthly to report to the COUNTY the financial activity of the program(s) as required in the applicable Agreement.

3.0 Records

Adequate care must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage, or alteration of any record subject to the provisions of this Handbook. CONTRACTOR must make their report to the local law enforcement agency within twenty-four hours of becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the CONTRACTOR for a period of time under which the underlying records that were destroyed/damaged were required to be retained plus an additional three years, and must be retained for a longer period in the case of unresolved litigation or audit.

3.1 Retention

All accounting records (e.g., journals, ledgers), financial records, and supporting documentation must be retained for a minimum of three years after the termination of the CONTRACTOR'S Agreement or the date of submission of the final invoice, billing, or expenditure report, unless a longer retention period is prescribed by the Agreement or applicable laws and regulations, in which case the CONTRACTOR must comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

3.2 Encryption

CONTRACTOR must employ sufficient security measures to safeguard all COUNTY non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored, used, and transmitted. Encryption standards must, at a minimum, be developed and implemented in accordance with the requirements prescribed by the COUNTY Agreement and COUNTY Board Policy 5.200.



### 3.3 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

***Electronic documentation is permitted when the source documentation originated electronically. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices), CONTRACTOR shall retain the original source document for inspection by COUNTY. Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks), and account statements alone do not constitute supporting documentation for purchases. COUNTY at its sole discretion may accept photocopies of supporting documentation in preference to the original documents based on the adequacy of the CONTRACTOR'S internal controls over electronic documentation and subject to any limitations imposed by the applicable funding source(s) (i.e., federal and State agencies).***

CONTRACTORS must provide acceptable supporting documentation for all expenditures. For example, for the following categories of expenditures, acceptable supporting documentation may include, but not be limited to:

#### Payroll

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- 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.

## A-C Contract Accounting and Administration Handbook

---

### Personnel Files

- Documentation supporting approved employee pay rates.
- Proof of employees having the required educational, practical experience, and license(s)/certification(s) for their position.
- Criminal record clearances as required.

### Contracted/Consultant Services

- Contracts detailing the nature and scope of services to be provided, and the method and rate of compensation (e.g., cost reimbursement, fixed fee, fee for service, rate per hour) for each service.
- Itemized invoices or other documentation detailing the nature of services provided.
- Time and attendance records or other documentation detailing when services were provided.
- Travel vouchers detailing purpose, time, and location of travel reimbursed by CONTRACTOR.
- Purchase orders and invoices for supplies reimbursed by CONTRACTOR.
- Copies of all completed federal Form 1099s, establishing that all payments to contractors/consultants were reported timely to federal and State taxing agencies.

### Travel

- Travel policies of the CONTRACTOR (written).
- Travel expenditure vouchers.
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR shall at a minimum, retain literature, including, but not limited to, agendas and handouts detailing the purpose of the event, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure.
- Itemized receipts for all travel expenditures (e.g., lodging for approved out-of-town travel, airfare, car rentals, ground transportation, parking)

Note: Reimbursement for actual receipts or per diem rates for lodging and meal expenditures must not exceed the COUNTY'S maximum reimbursement rate for employees. CONTRACTOR shall obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.

### Vehicle Expenditures

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card.
- Vehicle title.
- Insurance policy.

## **A-C Contract Accounting and Administration Handbook**

---

- Purchase or financing agreement.
- Vehicle lease or rental agreement.
- For vehicles owned/leased by the CONTRACTOR and personal vehicles that are primarily used for business purposes, a vehicle mileage log must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log must identify:
  - Trip dates
  - Origin and destination addresses of the trip
  - Purpose of the trip and how it relates to the Agreement services
  - Beginning and ending odometer readings and the resulting mileage for all trips (including non-business trips) to account for 100% use of the vehicle.
- For personal vehicles that are not primarily used for business purposes, documentation to support reimbursements to employees for mileage and parking must include:
  - Date and time of travel
  - Origin and destination addresses of the trip and the resulting mileage
  - Purpose of the trip and how it relates to the Agreement services
  - Rates claimed (Note: Reimbursement rates for mileage must not exceed applicable federal guidelines.)
  - Parking and toll charges reimbursed
  - Itemized receipts for reimbursed parking and toll charges

All supporting documentation must include sufficient information to identify the vehicle the expenditures are related to, which shall include, but not be limited to, vehicle make and model, vehicle license number, and vehicle identification number.

CONTRACTOR must only charge the COUNTY for vehicle expenditures (e.g., gasoline, repairs/maintenance, insurance, depreciation) to provide COUNTY Agreement services. CONTRACTOR must pro-rate vehicle expenditures based on vehicle usage to exclude the portion of expenditures related to non-COUNTY and non-business use (i.e., non-COUNTY program services, personal use, employee transportation to and from work).

### Operating Expenditures (e.g., utilities, office supplies, equipment rentals)

- Bona fide contracts or lease agreements, if applicable.
- Invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation.
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or other documentation) signed by the employee(s) who verified the good/services were approved and received.

### Outside Meals

- Itemized receipts and/or invoices for all meals.
- Documentation detailing the nature and business purpose of each meal.
- Documentation identifying the participants of each meal.

### Loans (including, but not limited to, loans to the CONTRACTOR from employees and/or related parties)

- Written loan agreement approved by the CONTRACTOR'S Board of Directors.
- Documentation showing that loaned funds were deposited into a CONTRACTOR bank account.
- Documentation showing that loan proceeds were actually used for COUNTY programs.

To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expenditure under the Agreement. If the payment of interest is allowable, interest must not be accrued at a rate which exceeds the COUNTY Treasury Rate plus one percent.

### 3.4 Payments to Affiliated Organizations or Persons (i.e., Related Party Transactions)

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR must complete and submit to the COUNTY a disclosure statement identifying the nature of the relationship with the affiliated or related organizations/persons.

CONTRACTOR must not make payments to affiliated organizations or persons for program expenditures (e.g., salaries, services, rent) that exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs for such expenditures. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through a legal organization (i.e., corporation, partnership, parent company, subsidiary organization, association) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.

## **A-C Contract Accounting and Administration Handbook**

---

Documentation must be maintained to support the actual costs of the affiliated or related organizations/persons and the reasonable costs for services rendered or items purchased, and shall include, but not be limited to:

- Financial records (e.g., general ledgers, payroll registers, labor distributions, invoices/receipts) of the affiliated or related organizations/persons.
- Price and rate quotations for the same services/goods from an adequate number of independent and qualified sources.
- Cost and price analysis.
- Vendor selection analysis.

### **3.5 Filing**

All relevant supporting documentation for reported revenues and program expenditures must 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

### **3.6 Referencing**

Accounting transactions posted to the CONTRACTOR'S books must 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 cross-referenced to the check issued for payment.

### **4.0 Donations and Other Sources of Revenue**

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) of revenue.

Restricted donations and other sources of revenue, earmarked specifically for the Contract, must be utilized on allowable contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

### 5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of three years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including, but not limited to, those which relate to its operation of each project or business activity, which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be made available upon request at a location within or near Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

### 6.0 Single Audit Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audit Requirements" states that certain organizations receiving federal awards, including pass-through awards, have annual single audits. Details are contained in the Uniform Guidance.

A copy of any single audit report must be filed with the COUNTY upon request or within the timeframes prescribed by the COUNTY Agreement.

### 7.0 Subcontracts

***CONTRACTOR must not subcontract services without the prior written consent of the COUNTY.***

CONTRACTOR must provide COUNTY with copies of all executed subcontracts and must be responsible for the performance of their subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

## **A-C Contract Accounting and Administration Handbook**

CONTRACTOR must monitor the activities of their subcontractors as necessary, but no less than annually, to ensure governmental monies are used for their intended purposes, compliance with applicable federal, State, and COUNTY requirements, and performance goals are achieved. The monitoring shall include, but is not limited to:

- Performing reviews of the subcontractor's fiscal and program operations.
- Performing reviews of required financial and performance reports.
- Verifying all subcontractors are audited as required.
- Following-up and ensuring appropriate corrective action is taken on all deficiencies pertaining to the subcontract.

### **B. INTERNAL CONTROLS**

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all 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 must 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 in the accounting records through the use of cost centers or separate accounts.

##### **1.2 Manual Deposits**

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt or as soon as reasonably possible.

## A-C Contract Accounting and Administration Handbook

---

Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

Deposit slips shall be retained in an organized manner, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the deposit slip and the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

### 1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

### 1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. CONTRACTOR should resolve reconciling items timely. See **Exhibit A** for a suggested bank reconciliation format.

## 2.0 Disbursements

### 2.1 General

All disbursements (other than those made for petty cash purchases), shall be made using a CONTRACTOR check, electronic funds transfer, or debit/credit card.

Blank check stock must be secured and accounted for to preclude unauthorized use.

Checks shall NOT be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" or withdrawals of cash shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher-level employee or Board member who shall also sign the check.



If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the contract.

Voided checks shall be marked void. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

Returned or undelivered checks shall be canceled regularly, but no less frequent than monthly.

Unclaimed checks shall be canceled periodically, but no less frequent than every six months.

All supporting documentation shall reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer or credit card payment) and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

### 2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks must 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

***Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).***

A CONTRACTOR may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies) and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). The CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased and the employee making the purchase. In the event that external supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction.

**The petty cash fund must be maintained on an imprest (fixed) basis.**

A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

A petty cash log shall be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed on a monthly basis by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes. See **Exhibit B** for a suggested petty cash log format.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should not have any other cash handling responsibilities (i.e., sign checks).

The petty cash fund custodian will be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount when necessary.

Each day the petty cash fund is used, the petty cash fund custodian should reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

Surprise cash counts of each petty cash fund shall be conducted periodically, but no less than quarterly, to ensure the petty cash fund is being maintained as required. The cash counts should be conducted by a higher-level employee not having cash handling responsibilities over the specific fund being counted. Documentation should be maintained to support each cash count conducted and should be signed and dated by the employee conducting the cash count.

### 2.4 Credit Cards

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items should be limited to purchases where established purchasing and disbursement practices are not suitable.

All credit card disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements alone 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 the total hours worked each day by program and the total hours charged to each of the CONTRACTOR'S programs. ***Time estimates alone do not qualify as support for payroll expenditures and will be disallowed upon audit.***

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time. To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic timecards and time reports.

#### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information, such as, but not limited to, employee addresses and medical information, should be adequately encrypted using the minimum encryption standards described in Section A.3.2 to prevent unauthorized access and use.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s))
- Performance evaluations
- Criminal record clearance (if required)

- Citizenship Status
- Benefit balances (e.g., sick time, vacation)
- Health Clearances (if required)

### Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

### 3.3 Incentive Compensation

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance, suggestion awards, safety awards), and in accordance with the CONTRACTOR'S established policy or agreement with employees. The CONTRACTOR must maintain documentation to support incentive compensation payments to employees.

### 3.4 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal and State agencies).

If an employee serves in the same or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a half-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

Payroll expenditures for employees working on more than one Agreement, program, or activity must be equitably allocated in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

The CONTRACTOR must not charge the COUNTY for any retroactive salary adjustments made to any employee without written approval from the COUNTY.

### 3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, must be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment. All other assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.1 Acquisition

As specified in the contract, CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY contract.

4.2 Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, fax machines, and other portable assets).

4.3 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, purchased in full, or in part, with contract funds are to be used for the benefit of the contract and should be appropriately tagged.

Each CONTRACTOR must maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and source(s) of funding.

An inventory of all fixed assets must be conducted at least once every two years to ensure that all fixed assets are accounted for and maintained in proper working order. Documentation must be maintained to support the inventory conducted.

### 4.4 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of:
  - Land
  - Buildings and equipment donated by governmental agencies
  - Buildings and equipment contributed by the CONTRACTOR to satisfy funding matching requirements
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, “How to Depreciate Property,” contains guidelines for establishing an asset’s useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

### 4.5 Rental Costs of Buildings and Equipment

Rental costs are allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.

- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- Under a “less-than-arms-length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

### 4.6 Security

Physical security must be adequately maintained over fixed assets to prevent the misuse or theft of COUNTY property.

4.7 Property Management

The CONTRACTOR must assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with contract funds.

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of fixed assets purchased with contract funds. The documentation shall, at a minimum, contain item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

The supporting documentation, including a copy of any related crime/incident reports, must be retained by the CONTRACTOR for a period of time under which the underlying records were destroyed or damaged were required to be retained plus an additional three years, and shall be retained for a longer period in the case of unresolved litigation or audit.

The CONTRACTOR must promptly report in writing to the COUNTY, and provide copies of all relevant supporting documentation described above, all cases of theft, loss, damage, or destruction of:

- Fixed assets purchased with contract funds with an acquisition cost or aggregate costs of \$950 or more.
- Fixed assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must dispose/return to the COUNTY all fixed assets in accordance with the Agreement.

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR’S funds (e.g., prepare checks) shall be bonded.

6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper,

and necessary costs of providing services and allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

### 1.1. Limitations on Expenditures of Program Funds

CONTRACTOR must comply with the Agreement and applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies). The Uniform Guidance 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 expenditures.

If a CONTRACTOR is unsure of the allowability of any particular type of expenditure, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the expenditure.

### 1.2 Expenditures Incurred Outside the Agreement Period

Expenditures charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenditures related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

### 1.3 Budget Limitation

Expenditures must not exceed the maximum limits in the contract budget.

### 1.4 Unspent Program Funds

CONTRACTOR must return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

### 1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

### 2.0 Allocable Expenditures

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR must allocate expenditures to all benefiting programs, activities, and funding sources using an equitable basis. Unallowable activities (e.g., fundraising or investing) must also receive an appropriate allocation of costs.



In accordance with the applicable sections of the Uniform Guidance, CONTRACTORS must define their allocable expenditures as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. ***Actual conditions must be taken into account when selecting the method and/or base to be used to allocate expenditures to ensure expenditures are allocated equitably to each benefiting program, activity, and funding source.***

The CONTRACTOR must maintain documentation for allocated expenditures (e.g., timecards, time summaries, calculation of full-time equivalents, square footage measurements).

Under no circumstances shall allocated expenditures be charged to an extent greater than 100% of actual expenditures or the same expenditure be charged both directly and indirectly.

### 2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

Shared 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 shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

### 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human

## A-C Contract Accounting and Administration Handbook

resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) shall be included as indirect costs and allocated to the COUNTY program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs, excluding unallowable costs that do not represent an activity of the CONTRACTOR (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or subcontractor payments

### 2.3 Acceptable Indirect Cost Allocation Methods

The Uniform Guidance describes the following allowable methods for allocating and charging indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate
- De minimis rate

CONTRACTOR must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs.

#### Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

##### Example:

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide direct salaries	\$1,000,000
Indirect cost rate ( $\$240,000/\$1,000,000$ )	24%
Program direct salaries	\$100,000
Program indirect costs ( $24\% \times \$100,000$ )	<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 expenditures are treated as direct costs. Shared costs, such as depreciation, facility and equipment rentals, facilities maintenance, telephone, and other similar expenditures, 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 expenditures, 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.

### Negotiated Indirect Cost Rates

CONTRACTORS 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 with the largest dollar value of Federal awards funded 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 must submit a copy of the approval letter to COUNTY upon request.

### De Minimis Rate

A CONTRACTOR that does not have a current negotiated (including provisional) rate may elect to charge indirect costs based on a de minimis rate of 10% of modified total direct costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities.

Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.

### 2.4 Indirect Cost Limitations

CONTRACTOR must ensure indirect costs charged to the COUNTY program are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable COUNTY, State, or federal agency.

### 2.5 Cost Allocation Plan

CONTRACTOR must submit an annual Agency-wide Cost Allocation Plan as required by the COUNTY agreement and when requested by COUNTY. The Cost Allocation Plan must be prepared in accordance with COUNTY instructions and the applicable sections of the Uniform Guidance, and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting
  - Fiscal year
  - Method for allocating indirect costs (e.g., simplified, direct, multiple, negotiated rate, de minimis rate)
  - Indirect cost rate allocation base (e.g., direct salaries and wages, direct costs)
2. Identify the CONTRACTOR'S direct, shared, 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.

## D. UNALLOWABLE COSTS

The Uniform Guidance addresses the allowability of a variety of 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 (e.g., including, but not limited to, NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. GOVERNANCE

**OVERVIEW**

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- Permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation
- Misuse or dissipate scarce public resources

1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by the Nonprofit within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the

organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

### **2.0 Oversight Mechanisms**

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the COUNTY. Compensation and benefits of directors, officers, and employees should be comparable to agencies of similar size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

### **3.0 Oversight Committees**

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

### **Nominating Committee**

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

### **Compensation and Benefits Committee**

The Board shall establish a Compensation and Employee Benefits Committee composed entirely of independent directors to establish compensation and benefits for the Organization's Chief Executive Officer, President, Chief Financial Officer, and Treasurer.

### **Audit Committee**

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

### **Annual Audit Duties:**

- If the CONTRACTOR expends federal awards in excess of \$750,000 in a year, the Audit Committee will recommend an independent auditor to perform the annual single audit of the CONTRACTOR'S financial records. The audit must be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act and Uniform Guidance.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the COUNTY receives a copy of the annual audit report and all other audits, reviews, and other third-party reports.

### **Additional Audit Committee Duties**

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
  - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
  - ✓ Financial information systems design and implementation;
  - ✓ Internal audit outsourcing services;
  - ✓ Management functions or human resources;
  - ✓ Investment adviser or investment banking services;
  - ✓ Legal services and expert services unrelated to the audit.

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance must include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of COUNTY personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by COUNTY personnel.
- Favoritism/nepotism in the awarding of COUNTY contracts, or selection of vendors.
- Theft or misuse of any funds, resources, or equipment.



## **A-C Contract Accounting and Administration Handbook**

---

Reportable conditions must be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by Internet to:

Online: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

Toll Free: (800) 544-6861

U.S. Mail: County of Los Angeles  
Department of Auditor-Controller  
Office of County Investigations,  
500 W. Temple Street, Suite 514  
Los Angeles, CA 90012

**Agency Name**  
**Bank and Account #**  
**For the Month Ended June 30, 202X**

<b>Balance Per Bank Statement</b>		\$ 35,000.00
Add:	Deposit(s) in Transit	\$ 4,000.00
	Bank Service Charge (erroneously posted -- to be reversed next month)	\$ 20.00 [1]
Less:	Outstanding Checks	
	#100	\$ 1,000.00
	#101	\$ 500.00
	#102	\$ 500.00
	Bank Posting Error (to be reversed next month)	<u>\$ (2,000.00)</u>
		<u>\$ (120.00) [1]</u>
<b>Adjusted Bank Balance</b>		<b><u><u>\$ 36,900.00</u></u></b>

<b>Balance Per Book</b>		\$ 36,950.00
Less:	Bank Charges	\$ 40.00
	Post Error	\$ 10.00
		<u>\$ (50.00) [1]</u>
<b>Adjusted Book Balance</b>		<b><u><u>\$ 36,900.00</u></u></b>

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

[1] Reconciling items.



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

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

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:

- THP-Plus Contractor is not responding to messages.
- THP-Plus Contractor is/was not available or not responding to messages.
- THP-Plus Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by THP-Plus Contractor.
- THP-Plus Contractor is/or has not been submitting reports or maintaining records as required.
- THP-Plus Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

---

---

---

---

---

---

---

---

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Click or tap here to enter text.

Company Name

Click or tap here to enter text.

Address

Click or tap here to enter text.

Internal Revenue Service Employer Identification Number

Click or tap here to enter text.

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

The Nonprofit Integrity Act (SB 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.

**Check the Certification below that is applicable to your company.**

- 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 Bidder 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: Click or tap here to enter text.

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor’s sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management

safeguards and common controls in place or those planned for meeting the County's information security requirements.

- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.



### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### 5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any

County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## **8. SUBCONTRACTORS AND THIRD PARTIES**

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## **9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION**

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## 11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## 12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures

consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated

from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### 14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Name  
Departmental Information Security Officer  
Address  
City, State Zip  
Telephone  
Email address

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of

the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

#### **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

#### **16. AUDIT AND INSPECTION**

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. CYBER LIABILITY INSURANCE**

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

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

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees,



and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 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 Program Manager within five (5) business days of start of employment.



2. **Hold Status** - County retains the right to temporarily suspend referrals of children to Contractor by placing Contractor on Hold status, for up to a 45-day period at any time during investigations when based on prima facie evidence, DCFS reasonably believes, in its sole discretion that the Contractor has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS, with the understanding that the extension of Hold status on a Contractor will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the GH Agreement for which the Contractor failed to take corrective action (when appropriate) pursuant to Section 9.11.2. A Hold request must be approved by a Division Chief.
3. **Do-Not-Refer (DNR) Status** - DNR refers to the suspension of new DCFS placements when County reasonably believes, in its sole discretion, based on prima facie evidence that the Contractor has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the Contractor in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/ programmatic requirements of this Agreement for which the Contractor failed to take corrective action (when appropriate) pursuant to Section 9.11.3 of the Agreement.
4. **Do-Not-Use (DNU) Status** - DNU means that all Placed Children are removed from the Contractor's care within a specified period of time. No placement referrals may be made to the facility. Do-Not-Use Status is used when County reasonably believes, in its sole discretion, based upon prima facie evidence, that the Contractor has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the Contractor in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the Contractor failed to take corrective action (when appropriate) pursuant to Section 9.11.4 of the Agreement.
4. **Termination Hold** - In the event either County or Contractor terminates this Agreement for convenience or for default, County must suspend referrals of children to Contractor and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur.

**B. CAP Procedures**

1. If DCFS requires/requests immediate action, oral notice is given and is followed up in writing within one business day. Corrective action must be taken within (3) calendar days from the date of verbal notification (which will be immediately followed with written notification) for the following child safety issues: a) lack of psychotropic medication authorizations; b) insufficient and/or inadequate clothing and essentials; c) insufficient or poor food; and/or d) poor facility or environmental issues, such as sanitation or electrical problems and other situations which are hazardous.
2. Where immediate action is not required, Contractor must submit Contractor's proposed CAP to DCFS within 30 calendar days from receipt of written notification from DCFS (Vendor Notification Letter), the timeframe depending on the nature of the violation. The Contractor's CAP is reviewed and approved by DCFS within 15 business days, after which the CAP will be monitored for compliance.
3. The CAP must address each finding made in the Vendor Notification Letter. An appropriate CAP includes: the detailed action necessary to correct the deficiency; an explanation of how corrections will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and a thorough plan addressing prevention of subsequent violations and/or inappropriate action. Timeframes, as necessary, will be provided, as well as who is responsible for ensuring the action(s) is/are carried out. An addendum will be required if the CAP does not adequately address all issues.
4. Once approved, monitoring of the approved CAP begins. Monitoring will usually last three to six months depending on the nature of the violation. The act of monitoring may include, where necessary, unannounced visits to the home and/or agency to verify that the corrective action has been completed.
5. Once the corrective action has been completed and verified, the Contractor is notified in writing and the monitoring case is closed. A Do Not Refer or Do Not Use Status may be implemented, at the discretion of DCFS, if the requested corrective action is not completed within the agreed upon time.

**C. Hold/DNR/DNU Procedures**

1. A Vendor Notification Letter is sent, via fax and certified mail, within 72 hours of DCFS' decision to place Contractor on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of Contractor placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the Contractor to participate in a Review Conference and include a deadline for the Contractor's response (desire to participate) within 5 business days. Failure by the Contractor to respond by the deadline will result in default or waiver by the Contractor to proceed with the Review Conference.
2. During the Review Conference, the Contractor will meet with the Director's Deputy

Director designee to discuss the investigative and/or administrative findings and to provide an opportunity for the Contractor to respond to the findings. The Review Conference will be held within 30 days of Contractor's receipt of faxed Vendor Notification Letter of placement on Hold/DNR/DNU Status, unless Contractor waives the time limit. The Review Conference is provided to ensure that the Contractor is afforded a process for responding to allegations against them and for airing their grievances.

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

3. The Director's Deputy Director designee will conduct the Review Conference. DCFS and Contractor will both have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. The Contractor may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. [The authorization/approval must be in writing from the Court.] DCFS will consider any new information presented in the Contractor's written statement and information presented during the Conference. Consistent with the informal and non-adversarial atmosphere of the review Conference, Contractor and County agree that only appropriate Contractor personnel and appropriate DCFS personnel must participate in the Review Conference; and legal representatives must not be present at the Review Conference.
4. The DCFS Director's designee will assess the information presented by the Contractor and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to Contractor within 15 business days of the Conference.
5. Hold, DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads DCFS to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold/DNR/DNU Status no longer applies, DCFS must act as expeditiously as possible to remove Contractor from such status.

**(Placeholder for Provider Plan)**

## Transitional Housing Program – Plus (THP-Plus) Semi-Annual Expenditure Report (For Los Angeles County DCFS)

Agency:  
Address:  
Contract Person:  
Phone #:  
Period:  
Contract Number:

Report Period:  
Number of L.A. County THP-Plus Participants  
Number of Living Beds:  
Number of L.A. County THP-Plus Participant Days in

REVENUE AND EXPENDITURE SUMMARY		
	Total for 6 Months	Year-To-Date
<b>A. Total THP-Plus Revenues</b>	<b>\$</b>	<b>\$</b>
<b>B. Allowable Contract Expenditures</b> (Allowable Expenditures for the care and services of placed Los Angeles County THP-Plus participants allocated in accordance with requirements contained in Section 10.1 and 10.2 of the Contract. Expenditures should be reported within the 34 cost categories listed below. Except for the requirements of allocation of costs which is described in Section 10.1 and 10.2, Contractor must use the Instructions in Exhibit E to complete this report.)		
1. Administrative Payroll (Total)		
a. Executive Director's Salary		
b. Assistant Director's Salary		
c. Administrator Salary		
d. Other Administrative Salaries		
2. Recruitment Payroll		
3. Training Payroll		
4. Administrative Contracts		
5. Telephone and Telegraph		
6. Postage and Freight		
7. Office Supplies		
8. Conferences, Meetings, In-Service Training		
9. Memberships, Subscriptions and Dues		
10. Printing and Publications		
11. Bonding, Contractually Required Insurance Premiums		
12. Advertising		
13. Miscellaneous		
14. Building and Equipment Payroll		
15. Building Rents and Leases		
16. Principal and Interest on Agency Mortgages		
17. Property Appraisal Fees		
18. Property Taxes		
19. Equipment and Property Insurance (not included in 10 above)		
20. Utilities		



**EXHIBIT O**

21. Building Maintenance		
22. Building and Equipment Contracts		
23. Building and Equipment Supplies		
24. Equipment Leases		
25. Depreciation Expense		
26. Non-Depreciable Equipment		
27. Building and Equipment Miscellaneous		
28. Vehicle Leases		
29. Vehicle Depreciation		
30. Vehicle Operating Costs		
31. Total Paid to Contractor		
32. Other Child Related Costs (Not Provided by THP-Plus)		
33. Social Worker Payroll		
34. Social Worker Contracts		
<b>Total Allowable Contract Expenditures</b>	<b>\$</b>	<b>\$</b>
<b>C. Total Un-Expended THP-Plus Funds from Current Contract</b> (Total THP-Plus Revenues received from County (Section A) less Total Allowable Contract Expenditures (Section B, Line 35)) [See Agreement, Section 10.4]	<b>\$</b>	<b>\$</b>
<b>D. Total Un-Expended THP-Plus Funds Received from County from January 1, 2007 through the expiration date of the most recently completed Contract term.</b>		<b>\$</b>
<b>E. Total Accumulated Un-Expended THP-Plus Funds</b> (Add Un-Expended funds from current Agreement and Un-Expended funds from previous County THP-Plus Contracts)		<b>\$</b>

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to Agency accounting records, and that all THP-Plus monies received for the purposes of this program were spent in accordance with the Contract program requirements, the Contract and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein must constitute a false claim pursuant to California Government Code Section 12650 et seq.

--	--

Executive Director's Signature

Date

**Department of Children and Family Services  
Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus)  
Semi-Annual Expenditure Report**

**INSTRUCTIONS FOR COMPLETING SEMI-ANNUAL EXPENDITURE REPORT**

The following are the instructions for completing the Department of Children and Family Services (DCFS) Semi-Annual Expenditure Report.

Instructions:

Provide identifying information by entering the agency's name, address, contact person's name and phone number, and reporting period.

For the Revenue and Expenditure Summary, revenues and expenditures should be reported based on actual revenue received and actual costs incurred during the reporting period. Year-to-date expenditures should reflect the reporting period of July 1 to June 30. The following is an explanation for completing each revenue and expenditure line item.

A. Revenues

THP-Plus Revenues:

Report the total of all THP-Plus payments received for children placed by Los Angeles County. Do not include monies received for child clothing or any other non-THP-Plus funds received.

B. Expenditures

For each line item cost, enter total program expenditures that were incurred during the reporting 6-month period and cumulative year-to-date related to the care and services of placed Los Angeles County THP-Plus participants, allocated in accordance with requirements contained in Section 9.10 of the Contract. If a cost item is shared among two or more programs, enter only the amount charged to the Los Angeles County THP-Plus program.

1. Administration Payroll:

Report all payroll costs for executive and administrative staff. Include all payroll, payroll taxes and employee benefits as applicable.

2. Recruitment Payroll:

Report all payroll costs for recruitment staff.

3. Training Payroll:

Report all payroll costs for training staff.

4. Administrative Contracts:

Legal, consulting or other Contract fees related to the program.

5. Telephone and Telegraph:

Report all costs related to telephone and telegraph.

6. Postage and Freight:  
Report all costs related to postage, mailings, and shipping.
7. Office Supplies:  
Report all costs incurred for office supplies.
8. Conferences, Meetings, In-Service Training:  
Report all costs, including travel and per-diem, related to conferences meetings, and training.
9. Memberships, Subscriptions and Dues:  
Report all costs incurred for memberships, subscriptions, and dues.
10. Printing and Publications:  
Report all costs incurred for printing and publications.
11. Bonding, General Insurance:  
Report all costs incurred for bonding and general liability insurance.
12. Advertising:  
Report all costs incurred for advertising.
13. Miscellaneous:  
Report all other costs that are not included in any other specifically identified line items.
14. Building and Equipment Payroll:  
Report all program building and equipment payroll costs. Include all payroll, payroll taxes and employee benefits as applicable.
15. Building Rents and Leases:  
Report all costs incurred for rents or leases of buildings.
16. Acquisition Mortgage Principal and Interest:  
Report all costs related to acquisition mortgage principal and interest.
17. Property Appraisal Fees:  
Report all costs incurred for property appraisal fees.
18. Property Taxes:  
Report all costs incurred for payment of property taxes.
19. Building and Equipment Insurance:  
Report all costs incurred for building and equipment property insurance.
20. Utilities:  
Report all costs incurred for electricity, gas, water, sewer, and garbage.
21. Building Maintenance:

Report all building maintenance costs related to the program.

22. Building and Equipment Contracts:

Report building equipment payroll, payroll taxes and employee benefits and any other cost of building and equipment Contracts.

23. Building and Equipment Supplies:

Report all building and equipment supply costs.

24. Equipment Leases:

Report all costs incurred for equipment leases.

25. Equipment Depreciation Expense:

Report all depreciation expense related to equipment.

26. Expendable Equipment:

Report all costs incurred for purchases of expendable (non-capitalized) equipment.

27. Building and Equipment Miscellaneous:

Report miscellaneous building and equipment costs not previously identified.

28. Vehicle Leases:

Report all costs related to vehicle leases.

29. Vehicle Depreciation:

Report all depreciation expense related to vehicles.

30. Vehicle Operating Costs:

Report all vehicle operating and maintenance costs.

31. Total Paid to Contractor:

Report all payments made to Provider.

32. Other Child Related Costs (Not Provided by THP-Plus):

Report all other child related costs incurred by the Agency. Do not include payments made to Provider. (reported in line 31).

33. Social Worker Payroll:

Report all payroll costs for Agency employed social workers.

34. Social Worker Contracts:

Report all costs for Contracted social workers.

35. Total Allowable Contract Expenditures:

The total of allowable Contract expenditures related to the care and services of placed Los Angeles County THP-Plus participants reported by the Agency in Section B, Lines 1 through 34.

C. Total Un-Expended THP-Plus Funds from Current Contract:

## EXHIBIT O

The difference between Total Los Angeles County THP-Plus Revenues (Section A) and Total Allowable Contract Expenditures (Section B, Line 35)

D. Total Un-Expended THP-Plus Funds Received from County Under Previous THP-Plus Contracts

The difference between the total THP-Plus Revenues received under previous THP-Plus Contracts with Los Angeles County and the total allowable Contract expenditures made for the care and services of placed Los Angeles County THP-Plus participants under those previous THP-Plus Contracts.

E. Total Accumulated Un-Expended THP-Plus Funds

The total of Sections C and D.

Agency Certification

Upon completing the Semi-Annual Expenditure Report, the Executive Director must sign and date the report at the bottom of Page 2. By signing this form, the Executive Director is certifying under penalty of perjury that all information contained in the report is correct, that the amounts are traceable to agency accounting records, and that all Los Angeles County THP-Plus program funds were spent in accordance with County, State and Federal laws. The report must be submitted by the 60<sup>th</sup> calendar day after the end of the reporting period to:

DCFS  
Accounting Division – Contract Accounting Section  
510 S Vermont Ave. 14<sup>th</sup> Floor  
Los Angeles, CA 90020.

**EXHIBIT P (MONTHLY INVOICE)**

**INVOICE FOR  
TRANSITIONAL HOUSING PROGRAM - PLUS (THP-PLUS) SERVICES**

Agency Name/Contract Number: \_\_\_\_\_

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

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

Billing Month: \_\_\_\_\_

Tax Identification Number/Invoice #: \_\_\_\_\_

Rate: \_\_\_\_\_

No.	THP-Plus Participants Name		DOB	Move in Date	Service Start Date	Service End Date	No. of Days	Amount Billed	DCFS	Probation	
	Last	First									
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
							<b>TOTAL:</b>				
					<b>TOTAL YEAR TO DATE:</b>						

(Add additional pages as needed)

**CERTIFICATION:**

I certify to the best of my knowledge and belief this invoice is true in all respect.

**Prepared By:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Phone \_\_\_\_\_

**Approved By:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Phone \_\_\_\_\_

**DCFS USE ONLY**

**Review & Approved By:**

Signature (DCFS Program Manager) \_\_\_\_\_

Date \_\_\_\_\_

Print Name (DCFS Program Manager) \_\_\_\_\_

Phone \_\_\_\_\_

**REQUIRED FORMS  
FOR  
TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS) SERVICES  
REQUEST FOR PROPOSALS**

# APPENDIX B - REQUIRED FORMS

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Intentionally Omitted
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Prospective Contractor References
- 7) Proposer's EEO Certification
- 8) List of Current Members of Board of Directors/Other Agencies
- 9) Intentionally Omitted
- 10) Narrative Template
- 11) List of Public Entities
- 12) Contribution and Agent Declaration Form
- 13) Declaration



**REQUIRED FORMS – FORM 1**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

<b>Proposer Name:</b> <a href="#">Click or tap here to enter text.</a>	<b>County Webven Number:</b> <a href="#">Click or tap here to enter text.</a>
<b>Address:</b> <a href="#">Click or tap here to enter text.</a>	
<b>Telephone Number:</b> <a href="#">Click or tap here to enter text.</a>	<b>Email:</b> <a href="#">Click or tap here to enter text.</a>
<b>Internal Revenue Service Employer Identification Number:</b> <a href="#">Click or tap here to enter text.</a>	<b>California Business License Number:</b> <a href="#">Click or tap here to enter text.</a>

1	<p>Select the option that best defines your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p><b>If Corporation or Limited Liability Company (LLC):</b>          Legal Name (as stated in Articles of Incorporation): <a href="#">Click or tap here to enter text.</a>          State of Incorporation: <a href="#">Click or tap here to enter text.</a>          Year of Incorporation: <a href="#">Click or tap here to enter text.</a></p> <p><b>If Limited Partnership or a Sole Proprietorship:</b>          Name of proprietor or managing partner: <a href="#">Click or tap here to enter text.</a></p> <p><b>If other:</b> Specify business structure name: <a href="#">Click or tap here to enter text.</a></p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>Name: <a href="#">Click or tap here to enter text.</a></p> <p>Country of Registration: <a href="#">Click or tap here to enter text.</a></p> <p>Year became DBA: <a href="#">Click or tap here to enter text.</a></p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: <a href="#">Click or tap here to enter text.</a></p> <p>State of Incorporation or registration of parent firm: <a href="#">Click or tap here to enter text.</a></p>
4	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): <a href="#">Click or tap here to enter text.</a></p> <p>Year(s) of Name Change: <a href="#">Click or tap here to enter text.</a></p>

**REQUIRED FORMS – FORM 1**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

5	<p>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</p>	<p><a href="#">Click or tap here to enter text.</a></p>
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger.</p> <p><a href="#">Click or tap here to enter text.</a></p>
7	<p>List all names and contact information of all individuals legally authorized to commit the Proposer.</p>	<p>Name: <a href="#">Click or tap here to enter text.</a>  Title: <a href="#">Click or tap here to enter text.</a>  Phone: <a href="#">Click or tap here to enter text.</a>  Email: <a href="#">Click or tap here to enter text.</a></p> <p>Name: <a href="#">Click or tap here to enter text.</a>  Title: <a href="#">Click or tap here to enter text.</a>  Phone: <a href="#">Click or tap here to enter text.</a>  Email: <a href="#">Click or tap here to enter text.</a></p> <p>Name: <a href="#">Click or tap here to enter text.</a>  Title: <a href="#">Click or tap here to enter text.</a>  Phone: <a href="#">Click or tap here to enter text.</a>  Email: <a href="#">Click or tap here to enter text.</a></p>

PRINT NAME: <a href="#">Click or tap here to enter text.</a>	TITLE: <a href="#">Click or tap here to enter text.</a>
SIGNATURE:	DATE: <a href="#">Click or tap here to enter text.</a>

## REQUIRED FORMS – FORM 2

### CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	<p><u>Charitable Contributions Certification</u></p> <p>Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s 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 (if applicable)</p> <p><a href="#">Click or tap here to enter text.</a></p>	<a href="#">Board Policy 5.065</a>	<p><b>Check the Certification below that is applicable to your company.</b></p> <p><input type="checkbox"/> 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.</p> <p><b>OR</b></p> <p><input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.</p>
6	Attestation of Willingness to Consider GAIN/START Participants	<a href="#">Board Policy 5.050</a>	<p><b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Willing to provide GAIN/START participants access to employee mentoring program?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<p><b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p> <p><input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program</p>
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<p><b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p> <p><a href="#">Click or tap here to enter text.</a></p>

**REQUIRED FORMS – FORM 3**

**INTENTIONALLY OMITTED**

**REQUIRED FORMS – FORM 4**  
**DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Proposer's Name: [Click or tap here to enter text.](#)

<b>1. DEBARMENT HISTORY (Check one)</b>	<b>YES</b>	<b>NO</b>
Proposer is currently debarred by a public entity	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:		
<b>2. LIST OF TERMINATED CONTRACTS (Check one)</b>	<b>YES</b>	<b>NO</b>
Proposer has contracts that have been terminated in the past three (3) years.	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

**Instructions for Completing Form 5 - CBE Form**

**Proposer must submit Form 5 - Community Business Enterprise (CBE) Information form in Excel format.**

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

<b>Section 1: FIRM/ORGANIZATION INFORMATION</b>	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

**Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE**

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area will be at the Director's sole judgment and their judgment will be final.

**REQUIRED FORMS – FORM 5  
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
Native Americans			%	%	
Subcontinent Asian			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

**REQUIRED FORMS - FORM 6**  
**PROSPECTIVE CONTRACTOR REFERENCES**

**Contractor's Name:** \_\_\_\_\_

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

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



**REQUIRED FORMS - FORM 7**  
**PROPOSER'S EEO CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

---

Signature

---

Date

---

Name and Title of Signer (please print)



**REQUIRED FORMS – FORM 8**

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

Legal Name of Agency:

First Name	Last Name	Address, City, State	Phone (P): FAX (F):	Other Agency's*
			P: ( )	
			F: ( )	
			P: ( )	
			F: ( )	
			P: ( )	
			F: ( )	
			P: ( )	
			F: ( )	

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

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

\_\_\_\_\_  
Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County

\_\_\_\_\_  
Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County

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

**REQUIRED FORMS – FORM 3**

**INTENTIONALLY OMITTED**

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's background and experience specific to item 7.4.9.1.

- 7.4.9.1 Provide a summary of background information to equivalent or similar to demonstrate that the meets the minimum mandatory requirements stated in Section 3.0 of this RFP and has the capability to perform the required services as a corporation or other entity.

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.4.9.1 Continued

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's background and experience specific to item 7.4.9.2.

- 7.4.9.2 Describe the proposer's background and experience in providing services equivalent or similar to the service identified in RFP, Appendix A, (sample Contract) Exhibit A (Statement of Work).

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.4.9.2 Continued

## **REQUIRED FORM - FORM 10**

### **THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 7.5.1.

**7.5.1 Describe briefly how your agency will enhance or exceed expectations in performing each service task mentioned under Appendix A (Sample Contract) Exhibit A (Statement of Work), Section 13.0, Scope of Work, as follows:**

- **Duties Related to Property Management**
- **Duties Related to Case Management**



**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.5.1 Continued

**REQUIRED FORM - FORM 10**

**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 7.5.2.

- 7.5.2 Describe how your agency will assist the participants with pursuing the goals of the Supportive Transitional Emancipation Program - Transitional Independent Living Plan (STEP-TILP), and how you will ensure that they participate in those goals.**

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.5.2 Continued

**REQUIRED FORM - FORM 10**

**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 7.5.3.

- 7.5.3 Describe how your agency will provide educational support with the goal of the participants completing their high school diploma or GED Certificate, and seeking post-secondary education.

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.5.3 Continued

**REQUIRED FORM - FORM 10**

**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 7.5.4.

- 7.5.4 Describe how your agency will provide employment support with the goal of the youth having a living wage that is sufficient for them to maintain self-sufficiency at the time of exit the program.

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.5.4 Continued

**REQUIRED FORM - FORM 10**

**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 7.5.5.

**7.5.5 Describe type of training your agency will provide to its employees that will work under this Contract.**



**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.5.5 Continued

**REQUIRED FORM - FORM 10**

**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 7.5.6.

- 7.5.6 Describe the furniture and appliances that will be available to the THP-Plus participants when they move-in and during their stay in their homes for the duration of their participation in THP-Plus, and how will you ensure that the housing site, furniture, and appliances are maintained in good condition throughout the participants stay in the program.

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.5.6 Continued

**REQUIRED FORM - FORM 10**

**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 7.5.7.

**7.5.7 Describe how your agency will provide assistance and support to ensure that the participants exit to permanent housing, and what your agency can do to ensure the success of the THP-Plus program towards each participant's transition from dependency to self-sufficiency through supervised housing and supportive services as stated in AAppendix A (Sample Contract) Exhibit A (Statement of Work).**

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.5.7 Continued

**REQUIRED FORM - FORM 10**

**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 7.5.8.

7.5.8 Describe your agency's experience in developing and sustaining collaborative relationships with other agencies to help participants in the THP-Plus program.

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.5.8 Continued

**REQUIRED FORM - FORM 10**

**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 7.5.9.

- 7.5.9 Describe briefly any unique features in your THP-Plus program plan that will enhance the Proposer's ability to provide quality services to the THP-Plus participants and the County.



**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.5.9 Continued

**REQUIRED FORM - FORM 10**

**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 7.5.10.

**7.5.10 How will the Proposer meet the performance outcomes goals listed in Appendix A (Sample Contract) Exhibit A (Statement of Work).**

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.5.10 Continued

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's quality control plan specific to item 7.6.2.1.

7.6.2.1 Describe how your agency will meet the quality of services performed and the methods for identifying and preventing deficiencies in the quality of services.

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.6.2.1 Continued

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's quality control plan specific to item 7.6.2.2.

**7.6.2.2 Describe the activities to be monitored, monitoring methods, forms used in monitoring and documenting results, monitoring frequency, and qualifications of personnel performing monitoring functions.**

**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.6.2.2 Continued

**REQUIRED FORM - FORM 10**

**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

Provide a narrative that demonstrates the organization's quality control plan specific to item 7.6.2.3.

7.6.2.3 Describe how your agency will meet the Contract requirements regarding timeliness, accuracy, completeness, consistency and conformity to the requirements set forth in the Statement of Work.



**REQUIRED FORM - FORM 10**  
**THP-Plus Services Request for Proposals #22-0060 Narrative Form**

7.6.2.3 Continued

**REQUIRED FORMS – FORM 11**

**LIST OF PUBLIC ENTITIES**

**Proposer's Name:** Click or tap here to enter text.

Provide all public entity contracts for the last three (3) years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

<b>PUBLIC AGENCIES</b>	
AGENCY/DEPT: <u>Click or tap here to enter text.</u>	AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>	SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>	CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>	CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>	CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>	TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>	E-MAIL: <u>Click or tap here to enter text.</u>

AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>

AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>

AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>

AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>



## REQUIRED FORMS – FORM 12

# Contribution and Agent Declaration Form

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*



# Contribution and Agent Declaration Form

Complete each section below. State "none" if applicable.

## A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

---

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
  
  - b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:
  
  - c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
- 

### **[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.
  - a) Parent(s):
  
  - b) Subsidiaries:
  
  - c) Related Business Entities:
  
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.



# Contribution and Agent Declaration Form

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

## B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.



# Contribution and Agent Declaration Form

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.

### C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are \_\_\_\_\_ additional pages attached to this Contribution Declaration Form.

#### **COMPANY BIDDERS OR APPLICANTS**

I, \_\_\_\_\_ (Authorized Representative), on behalf of \_\_\_\_\_ (Declarant Company), at which I am employed as \_\_\_\_\_ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

#### **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after



# Contribution and Agent Declaration Form

the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **INDIVIDUAL BIDDERS OR APPLICANTS**

I, \_\_\_\_\_, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

## **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORMS – Form 13**

**DECLARATION**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN **FORMS 1-12** IS TRUE AND CORRECT.**

PRINT NAME: <a href="#">Click or tap here to enter text.</a>	TITLE: <a href="#">Click or tap here to enter text.</a>
SIGNATURE:	DATE: <a href="#">Click or tap here to enter text.</a>



TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Table with 2 columns: Proposer Name, Date of Request, Project Title, Project No.

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

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

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

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

Horizontal lines for providing detailed reasons for the requested review.

Request submitted by:

(Name) (Title)

For County Use Only

Date Transmittal Received by County: Date Solicitation Released:

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer:

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

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 Exhibit J (Charitable Contributions Certification) of Appendix A.

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

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

("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>

### **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*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <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 sub-section of this Appendix D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.**

**COUNTY OF LOS ANGELES THP-PLUS CERTIFICATION PROVIDER  
PLAN GUIDELINES**

**THP-PLUS CERTIFICATION**

All prospective THP-Plus Providers must submit a County of Los Angeles THP-Plus Certification Provider Plan to become certified by the COUNTY.

**THE PLAN SHALL ALSO INCLUDE:**

- A statement describing the Proposer's purpose and mission.
- A description of the population to be served.
- A description of the participant application process and the selection criteria.
- A detailed list and description of all supportive services to be provided.
- A contract between the provider and the participant that sets out the specific responsibilities of each and the participant's rights. Describe the provisions of the contract, and submit a copy of the contract along with the Provider Plan.
- A plan for monitoring housing units and policy regarding damage reimbursement of housing unit by the participant. Submit a copy of the policy as an attachment to the Provider Plan.
- A description of provider's policies and procedures that demonstrate compliance with separation of property management and case management functions.
- A description of the provider's policies regarding employment criteria, including criminal background checks and consideration of the employee's drug or alcohol history, experience working with individuals in the target population's age range; and the employee training program.
- The provider's policies regarding the participant's:
  - Education requirements
  - Work requirements
  - Savings requirements
  - Personal safety
  - Visitors
  - Emergencies, including participant medical emergencies.
  - Medical requirements, including if medical or dental examinations are required for the participants.
  - Disciplinary measures
  - Child care

- Pregnancy
- Curfew
- Apartment cleanliness
- Budgeting
- Care of furnishings
- Cars
- Lending or borrowing money
- Dating
- Ground rules for termination and due process for participant
- Disposition of furnishings when a participant completes the program
- Decorating of apartments/housing unit including what items the participants will be allowed to retain

The plan must be in compliance with the Transitional Housing Program (THP) Plus Certification Standards listed in the California Department of Social Services (CDSS) Division 30, Section 30-920.1 (a) through (v). Each THP-Plus agency's program plan shall, at a minimum, ensure that:

- (1) The program will only serve eligible participants as defined in MPP Section 30-900.13.
- (2) The program shall not discriminate on the basis of race, national origin, gender, sexual orientation, or disability (Welfare and Institutions Code Section 16522.1(a)(1)) and that youth who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- (3) The agency shall, with the assistance of a county designee, assist each participant to complete the Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP/THP-Plus TILP) form designed by the County.
- (4) The program describes how it will assist participants to live independently and to accomplish the goals described in their STEP/THP-Plus TILP.
- (5) The STEP/THP-Plus TILP is reviewed and updated at least annually by the participant, the county designee, and other appropriate individuals and as needed to reflect necessary changes.
- (6) Participants shall be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- (7) The housing has reasonable transportation access to schools, employment appropriate supportive services, shopping and medical care.

- (8) All agencies shall provide employees training and ensure that all agency employees are trained and capable of working with former foster youth.
- (9) Criminal record clearances shall be required for all agency employees.
- (10) Programs shall comply with applicable federal, state, and local housing laws and fire clearance requirements.
- (11) Participants will not share bedrooms, unless approved by the County Program Manager. No more than two participants shall share a bedroom.
- (12) Participants have the right to be free from arbitrary or capricious rules; the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result); and the right to a grievance procedure.
- (13) Participants' right to confidentiality is respected. This right applies to the dissemination, storage, retrieval and acquisition of identifiable information. The agency shall not release information about a tenant's receipt of services without a written release from the tenant.
- (14) Participants' right to privacy is respected. Information shall be requested from the tenant only when the information is specifically necessary for the provision of services. Tenants shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- (15) The functions of property management and service provider shall not be blended. The program plan shall clearly define the roles and responsibilities of each part of the organization.
- (16) The agency shall comply with California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.).
- (17) If medical services are needed by participants, these services shall be provided by a medical professional or an appropriately licensed (or otherwise legally operating - e.g. county) clinic or adult day health center that may offer services off-site or through a home visit program, including services which are made available on a regularly scheduled basis on-site.
- (18) Participants are given a choice regarding what services to access and the location of the services (on-site or offsite), as long as the goals of the STEP/THP-Plus TILP are being met.

- (19) The THP-Plus program is clearly distinguishable from those that are required to be licensed as an Adult Residential Care facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- (20) Applicable provisions of Welfare and Institutions Code Section 16522.1 are incorporated.
- (21) Any participant funds retained by the provider on behalf of the tenant shall be deposited in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the program, or earlier, if permitted by the THP-Plus program guidelines.

**THP-PLUS CERTIFICATION PROVIDER PLAN FORMAT**

Proposers shall submit a plan that is typewritten in 12 pt. Arial font, OR use attached Appendix E-3, THP-Plus Certification Template.

**The Provider Plan shall be secured in separate file with labels that include the proposer's name, the title: THP-Plus Certification Provider Plan, and the RFP number.**

**\*Please note that plans submitted on the template must include at a minimum, all of the components referenced on this Appendix E.**



## THP-Plus County Certification Instructions

THP-Plus is a program that is certified by the county social service agency, not licensed by Community Care Licensing. There are 36 certification requirements for THP-Plus, which were established by the statute that created THP-Plus (AB 427 in 2001) and included in accompanying regulations.

The purpose of the certification process is to ensure that youth participants are living in high-quality housing and receiving each of the 15 supportive services required by the program to make a safe, supported transition from the foster care and juvenile probation systems. Additionally, the certification process ensures that youth are being treated fairly and consistently across programs and across the state.

Counties can certify providers in one of two ways:

**1. Request for Proposal (RFP) Certification:** If the county issues an RFP the issuing county can request enough information from each potential provider to fulfill the THP-Plus certification requirements. This process allows counties to select providers and certify them simultaneously.

**2. Independent Certification:** In counties that do not select providers competitively through a RFP, providers must submit documentation to the county social services agency that demonstrates compliance with THP-Plus regulations. The county certifies providers based on documentation of provider policies and procedures that demonstrate compliance in each of five categories:

1. Complying with Welfare and Institutions Code Section 11400.1
2. TILP Requirements
3. Tenant Rights
4. Housing Statutes
5. Employee Regulations

The THP-Plus Statewide Implementation Project recommends that the certification process that is conducted outside of a Request for Proposal process consist of two parts: written documentation and site visit verification. Guidance for both parts of this process is provided below.

### 1. Written Documentation of Certification Requirements

The first step in the certification is for the provider to document its compliance with each of the 36 certification requirements of THP-Plus. In some counties, this has included developing a “certification binder” which consists of a table of contents listing the 36 certification requirements



followed by individual tabs. Behind each of these tabs, the THP-Plus provider places the section of its Policies and Procedures that pertain to the individual certification requirement.

For example, certification for THP-Plus requires that providers have a non-discrimination policy. This requirement reads as follows:

***Non-discrimination***

*The program will not discriminate based on race, gender, sexual orientation, or disability, and youth receiving psychotropic medications will not be automatically excluded.*

To document its compliance with this certification requirement, the provider would include the section of the certification binder its policies and procedures that state it is non-discriminatory, as required above. For this reason, it is critical that the THP-Plus program being certified has fully developed its program policies and procedures, and referred to the 36 certification requirements to ensure all elements are addressed by their program.

**2. Site Visit Verification**

In addition to reviewing written documentation of the THP-Plus provider's compliance with the 36 certification requirements, it is advisable for the county social service agency to conduct site visits to verify that those written requirements are the practice of the THP-Plus provider, and not simply the written policy. It is recommended that the site visit is conducted by the THP-Plus contact person in the county social services agency, who is most informed about the requirements of the program and the goals it aims to achieve.

Provided below are five activities to be conducted at certification site visits. The site visits may occur in multiple stages, or may be scheduled for a single visit.

**1. Review of Certification Requirements with THP-Plus Provider**

- Purpose: THP-Plus contact person for the social service agency reviews each of the 36 certification requirements with representatives from the THP-Plus program and hears directly from them about how they are implemented. Program forms are reviewed as to learn how the certification requirements are made operational within the program.
- Frequency: Annually, usually upon renewal of the THP-Plus contact. In the case of a multi-year contract, an interim certification review should be conducted.

**2. Rental Unit Inspection:**

- Purpose: Periodically inspecting individual units will ensure that rental units meet safety standards and are located in good neighborhoods with community amenities, such as access to public transportation and retail.
- Frequency: Rental unit inspection is conducted on an annual basis for 25% of leased units selected on a random basis with 24 hours prior notification.

**3. Client Satisfaction Survey:**

- Purpose: This gauges the level of satisfaction of youth participating in THP-Plus and is an important complement to quantitative measures collected in the monthly

program report. Questions regarding specific certification requirements can be included in the client satisfaction survey to verify that providers are meeting the requirements.

- Frequency: At least annually

**4. Youth Focus Groups:**

- Purpose: Focus groups provide a valuable opportunity to hear directly from youth about their program experiences, both positive and negative. To encourage candor, program staff members should not be present for the focus group. The focus group should include a diverse set of youth representing various perspectives and be led by an experienced youth facilitator.
- Frequency: At least annually

Following the completion of the review of the written documentation of certification requirements and the site visit verification, the county social services agency should issue a letter of certification that states that the provider is certified by the county to operate as an authorized THP-Plus provider.



[PROVIDER NAME]

THP-Plus Certification Materials

Submitted to [COUNTY]

[DATE]

### **Certification Checklist**

All THP-Plus providers must submit documentation that they are in compliance with the requirements of the program as set out California in *Welfare and Institutions Code Section 16522.1, §(h) (1)-(21)* Provided below are the 36 requirements immediately followed by the adopted policies of [PROVIDER NAME] demonstrating compliance with these requirements.

#### ***Welfare and Institutions Code***

1. Eligibility
2. Non-discrimination
3. Separate property management and service provider functions
4. Participant application and selection criteria
5. Monitoring placements
6. Education requirements
7. Work requirements
8. Savings
9. Personal safety
10. Visitors
11. Emergencies
12. Medical requirements
13. Disciplinary measures
14. Child care
15. Pregnancy
16. Curfew
17. Apartment cleanliness
18. Budgeting
19. Care of furnishings
20. Cars
21. Lending or borrowing money
22. Dating
23. Ground rules for termination

#### ***TILP Requirements***

24. Complete TILP goals and activities
25. TILP updates
26. Evaluate progress with TILP goals

#### ***Tenant Rights***

27. Due process
28. Free from arbitrary and capricious rules
29. Right to confidentiality
30. Right to privacy
31. Participant – Provider contract

#### ***Housing statutes***

32. Fair housing

33. Housing laws and fire clearance

*Employee Regulations*

34. Criminal background checks

35. Employment criteria

36. Training program

## *Welfare and Institutions Code*

### **1. Eligibility**

The program serves only eligible participants (eligible participants are 18 to 24 years old, have emancipated from foster care or probation, and have completed and are pursuing the goals of a County-approved TILP).

[Insert excerpt from Program policies and procedures that demonstrates compliance with eligibility requirement]

### **2. Non-discrimination**

The program will not discriminate based on race, gender, sexual orientation, or disability, and youth receiving psychotropic medications will not be automatically excluded.

[Insert excerpt from Program policies and procedures that demonstrates compliance with non-discrimination requirement]

### **3. Separate property management and service provider functions**

The functions of property management and service provider are separated.

[Insert excerpt from Program policies and procedures that demonstrates compliance with separation of property management and service provider functions requirement]

### **4. Participant application and selection criteria**

The provider plan includes a description of the participant application process and selection criteria

[Insert excerpt from Program policies and procedures that demonstrates compliance with participant application process and selection criteria requirement]

### **5. Monitoring placements**

The provider has a plan for monitoring placements

[Insert excerpt from Program policies and procedures that demonstrates compliance with monitoring placements requirement]

### **6. Education requirements**

The provider has policies regarding education requirements

[Insert program policy regarding education requirements]

**7. Work requirements**

The provider has policies regarding work requirements

[Insert program policy regarding work requirements]

**8. Savings**

The provider has policies regarding savings requirements

[Insert program policy regarding savings requirements]

**9. Personal safety**

The provider has policies regarding personal safety

[Insert program policy regarding personal safety]

**10. Visitors**

The provider has policies regarding visitors

[Insert program policy regarding visitors]

**11. Emergencies**

The provider has policies regarding emergencies

[Insert program policy regarding emergencies]

**12. Medical requirements**

The provider has policies regarding medical requirements

[Insert program policy regarding medical requirements]

**13. Disciplinary measures**

The provider has policies regarding disciplinary measures

[Insert program policy regarding disciplinary measures]

**14. Child care**

The provider has policies regarding child care

[Insert program policy regarding child care]

**15. Pregnancy**

The provider has policies regarding child care

[Insert program policy regarding pregnancy]

**16. Curfew & Visitor Policy**

The provider has policies regarding curfew

[Insert program policy regarding curfew and visitor policy]

**17. Apartment cleanliness**

The provider has policies regarding apartment cleanliness

[Insert program policy regarding apartment cleanliness]

**18. Budgeting**

The provider has policies regarding budgeting

[Insert program policy regarding budgeting]

**19. Care of furnishings**

The provider has policies regarding care of furnishings

[Insert program policy regarding care of furnishings]

**20. Cars**

The provider has policies regarding cars

[Insert program policy regarding cars]

**21. Lending or borrowing money**

The provider has policies regarding lending or borrowing money

[Insert program policy regarding lending or borrowing money]

**22. Dating**

The provider has policies regarding dating



[Insert program policy regarding dating]

**23. Ground rules for termination**

The provider has policies regarding ground rules for termination

[Insert program policy regarding ground rules for termination]

*TILP Requirements*

**24. Complete TILP goals and activities**

The provider will assist each participant to complete his or her TILP goals and activities

[Insert program policy demonstrating that provider will assist with TILP goals and activities]

**25. TILP updates**

The participant's TILP will be updated at least annually and as needed to reflect changes

[Insert program policy demonstrating that provider will update TILP annually or as needed]

**26. Evaluate progress with TILP goals**

The provider will evaluate the participant's progress with TILP goals

[Insert program policy demonstrating that provider will evaluate progress with TILP goals]

***Tenant Rights***

**27. Due process**

Services for participants are not discontinued without due process

[Insert program policy regarding discontinuation of services for participants]

**28. Free from arbitrary and capricious rules**

Participants are free from arbitrary and capricious rules

[Insert program policy demonstrating that participants are free from arbitrary and capricious rules]

**29. Right to confidentiality**

Participant's right to confidentiality is respected

[Insert program policy demonstrating that participant's right to confidentiality is respected]

**30. Right to privacy**

Participant's right to privacy is respected

[Insert program policy demonstrating that participant's right to privacy is respected]

**31. Participant – Provider contract**

There is a contract between provider and participants that sets out specific responsibilities of each

[Insert program policy regarding participant-provider contract]

*Housing statutes*

**32. Fair housing**

Provider complies with state and federal fair housing laws

[Insert program policy demonstrating compliance with state and federal fair housing laws]

**33. Housing laws and fire clearance**

Provider complies with all federal, state, and local housing laws and fire clearance requirements

[Insert program policy demonstrating compliance with all federal, state, and local housing laws and fire clearance requirements]

*Employee Regulations*

**34. Criminal background checks**

The provider performs criminal background checks of all employees

[Insert program policy regarding criminal background checks for employees]

**35. Employment criteria**

The provider adheres to strict employment criteria, including consideration of employee's age, drug or alcohol history, and experience working with persons in this age group

[Insert program policy regarding employment criteria]

**36. Training program**

The provider provides a training program to educate provider's employees who work directly with participants

[Insert program policy regarding employee training program]

**PROOF OF CERTIFICATION**  
**(sample; this can also communicated in a letter to the THP-Plus provider)**

After review of the THP-Plus policies of [PROVIDER NAME] outlined in the materials submitted and conducting a site visit to verify that these policies are the practice of the organization, I certify that [PROVIDER NAME] has demonstrated compliance with all THP-Plus program requirements, and is certified as a THP-Plus Provider for the County of [COUNTY NAME].

---

[COUNTY AGENCY REPRESENTATIVE & DATE]