

Youth Reproductive Health and Pregnancy

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Overview

This policy provides guidelines for CSWs to address reproductive health care such as sexually transmitted infections (STIs) and pregnancy with minors/NMDs, including available resources and options for pregnant minors/nonminor dependents (NMDs).

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Version Summary

This policy guide was updated from the 08/26/22 version, to address new legislation pertaining to the Supreme Court overturning Roe v. Wade, which allows states to ban abortions. The changes also address the termination of pregnancy for youth who are placed out of state and the accessibility of abortions in California, if desired. In addition, the information contained in FYIs 19-12, 20-02, and 23-02 were incorporated into this guide therefore cancelling those FYIs.

POLICY

Reproductive and Sexual Health Care and Related Rights for Minors and NMDs

[State law](#) mandates social workers to inform a minor or NMD in foster care of their rights regarding sexual and reproductive health care to include as follows:

1. The right to receive medical services, including reproductive and sexual health care.
2. The right to consent to, or decline, medical care (without need for consent from a parent, caregiver, guardian, social worker, probation officer, court, or authorized representative) for:
 - a. The prevention or treatment of pregnancy, including contraception, at any age.
 - b. Abortion, at any age.
 - c. Diagnosis and treatment of sexual assault, at any age.
 - d. The prevention, diagnosis, and treatment of STIs, at age twelve (12) and older.
 - e. The right at age twelve (12) and older whenever feasible to choose their own health care provider for medical, dental, vision, mental health, substance abuse disorder services, and sexual and reproductive health care. This age group can also communicate with health care providers regarding treatment concerns and request a second opinion before undergoing invasive medical, dental, or psychiatric treatment.
3. The right to **access** age-appropriate, medically accurate information about reproductive and sexual health care without discrimination or harassment, including but not limited to:
 - a. The prevention of an unplanned pregnancy, including abstinence and contraception, at any age.
 - b. Abortion care and other pregnancy services, at any age.
 - c. The prevention, diagnosis, and treatment of STIs, including but not limited to, the availability of the Human Papillomavirus (HPV) vaccination, at age twelve (12) and older.
4. Confidentiality Rights:
 - If the minor/NMD has the right to personally consent to medical services, such services shall be provided confidentially and maintained as confidential between the provider and the minor/NMD to the extent required by HIPAA. Disclosure of services may only be provided through written consent of the minor/NMD or through a court order.
 - When a minor/NMD has a right to consent to examinations and/or treatment by a medical provider must be private unless the minor/NMD specifically requests otherwise.
5. The right to be provided transportation to reproductive and sexual health-related services in a timely manner.
6. The right to obtain, possess and use contraception of their choice, including condoms.
7. The right to storage space and to be free from unreasonable searches of their belongings. Contraception cannot be taken away as part of a disciplinary measure or for religious beliefs, personal biases and/or judgments of another individual.
8. The right to independently contact state agencies, including the Community Care Licensing Division of the California State Department of Social Services (CDSS) and the State Foster Care Ombudsperson, regarding violations of rights. The right to speak to representatives of these offices confidentially, and to be free from threats or punishment for making complaints.
9. Depending on the type of facility and age of the minor/NMD, to have personal rights posted and/or explained in an age and developmentally appropriate manner, and provided to the minor/NMD.

The Foster Youth Bill of Rights can be a very useful tool to facilitate a discussion with foster youth about their rights to reproductive health and sexual care. Foster youth have a right to receive a copy of the Foster youth Bill of Rights upon entry into foster care, every six (6) months, and at every replacement. In addition to those rights outlined in the [Foster Youth Bill of Rights](#), reproductive and sexual health care rights of minors and NMDs in out-of-home care should be given in a manner appropriate to the age and/ or development level of the minor or NMD upon entry into placement and at least every six (6) months thereafter. "[A Guide for Case Managers: Assisting Foster Youth with Healthy Sexual Development and Pregnancy Prevention](#)" provides information on the roles and responsibilities of social workers in providing sexual health care information as well as guidance on addressing such matters with minors and NMDs.

See "[Documentation of Pregnancy and Parenting in CWS/CMS for Minors and NMDs](#)" documenting discussions related to the minor/NMD's reproductive rights and pregnancy.

Implementation of Senate Bill 89 Mandates

Senate Bill 89 went into effect in June 2017, resulting in the requirements listed below for child welfare agencies and those serving foster youth, related to the reproductive and sexual health care of youth in foster care.

Informing Youth of Their Rights and Removing Barriers

CSWs are to update case plans annually and document compliance with the mandates of SB 89 in all 6-month court reports (21.e, 21.f, .22, .26 reports) for youth in foster care, 10 years of age and older, including young adults in foster care, to indicate that the CSW has:

1. Informed the youth or young adult that he or she may access age-appropriate, medically accurate information about reproductive and sexual health care, including, but not limited to, unplanned pregnancy prevention, abstinence, use of birth control, abortion, and the prevention and treatment of sexually transmitted infections.
2. Informed the youth or young adult, in an age- and developmentally appropriate manner, of his or her right to consent to sexual and reproductive health services and his or her confidentiality rights regarding those services.
3. Informed the youth or young adult how to access reproductive and sexual health care services and facilitated access to that care, including by assisting with any identified barriers to care, as needed.
4. CSWs may refer to age-appropriate fact sheets when having this conversation with tweens, middle adolescents, and transition-aged youth.

Improving Access to Comprehensive Sexual Health Education (CSHE)

SB 89 requires DCFS to improve access to sexual health education. CSWs are required to document in the case plan and in all 6-month court reports (21.e, 21.f, .22, .26 reports) the following information:

1. For all youth in foster care age ten (10) and older who are enrolled in middle school, junior high or high school, Children's Social Workers (CSWs) are required to do the following:
 - a. Review the case plan annually and update it, as needed, to indicate that the case-carrying CSW has verified that the youth or NMD has received CSHE that meets the requirements of the California Healthy Youth Act (CHYA), once in middle school and once in high school.
 - b. Review the case plan annually and update it, as needed, to indicate that the case-carrying CSW has verified that the youth or NMD has received CSHE that meets the requirements of the California Healthy Youth Act (CHYA), once in middle school and once in high school.
2. For youth and NMDs in foster care who have not met this requirement, SB 89 requires the CSW to document in the case plan how the Department will ensure that the youth/NMD receives the CHYA-compliant CSHE instruction at least once before completing junior high or middle school and once before completing high school.
 - Pending the youth being linked to and receiving an alternative CHYA-compliant CSHE, consider referring younger youth to [AMAZE](#), a free online sexual health education resource that includes engaging, educational, and age appropriate sex education videos. The AMAZE website works best on County computers when using Google Chrome. Consider referring older youth and NMDs to a similar resource, [BEDSIDER](#).

In order to verify that a foster minor/NMD has received or will receive instruction within the necessary timeframe, it is recommended that the Children Social Worker (CSW) communicate with school personnel working at the minor/NMD's school. This will allow the CSW to determine if the youth/NMD will be able to meet this requirement through school attendance, or if the CSW will need to arrange an alternative way for the minor/NMD to receive the instruction.

The [California Department of Education \(CDE\)](#) website provides information about [comprehensive sexual health education](#), including the curriculum requirements and a list of [Frequently Asked Questions](#). The CSW can also reach out to staff from the Health Management Services Division –Child Welfare Health Services Section for further information on alternative comprehensive sexual health education. Although [W&IC section 16501.1, subdivision \(g\)\(20\)](#) does not dictate a specific year of middle school, junior high, or high school in which the curriculum must be delivered, it is recommended that CSWs connect a minor/NMD to comprehensive sexual health education as early as possible so that if it is determined that a minor/NMD will not receive this education through school attendance, there is sufficient time for the minor/NMD to receive it by some other means, prior to completing middle school, junior high, or high school.

If the youth has not received or is not scheduled to receive the required comprehensive sex education curriculum, the youth shall be provided access to the curriculum in an alternate way and document this both in the case plan and court report. The CSW may reach out to the Health Management Services Division – Child Welfare Health Services Section for assistance in locating free online sexual & reproductive health education courses.

Online courses are usually made available during the registration/enrollment period. The Child Welfare Health Services Section post announcements of online courses on LAKids Weekly News when they were informed that registration to online courses is open.

If the youth declines or refuses to participate in the SB89 mandated sexual and reproductive health education course, the CSW should document this refusal in CWS/CMS Contact Notebook and consult with either the out stationed [regional office](#) County Counsel or the assigned trial County Counsel regarding next steps including informing minor's counsel of the youth's refusal. The youth's reasons for refusal including efforts to offer alternative venues for the educational course should be documented in the next status review court report. The youth's reasons for declining cannot be disclosed if it pertains to protected health information. For example if the youth says, "I do not want to take this course because it brings up trauma from when I was raped". That would be protected information that registration to online courses is open.

If the youth declines or refuses to participate in the SB89 mandated sexual and reproductive health education course, the CSW should document this refusal in CWS/CMS Contact Notebook and consult with either the out stationed regional office County Counsel or the assigned trial County Counsel regarding next steps including informing minor's counsel of the youth's refusal. The youth's reasons for refusal including efforts to offer alternative venues for the educational course should be documented in the next status review court report. The youth's reasons for declining cannot be disclosed if it pertains to protected health information. For example if the youth says, "I do not want to take this course because it brings up trauma from when I was raped". That would be protected information that cannot be disclosed without consent. Refer to [SB 89 Quick Reference Guide](#) on how to document SB 89 requirements.

Documenting SB 89 Compliance in Court Reports

As of January 1, 2023, compliance with the SB 89 mandates must be documented in court reports. When documenting in status review court reports for children in out-of-home care ten (10) years of age or older, information may be inserted under a new heading such as, "Compliance with SB 89 Mandates," or "Reproductive Health Information". Information shared in a court report should comply with confidentiality laws.

Reproductive Health Rights of California Foster Youth Placed Out-Of-State

All California youth placed in foster care ("foster youth"), including NMDs, have a right to access and receive reproductive health care including abortion care, should that be their decision. This holds true whether the youth are living in California or out of state. For any California foster youth placed in a state that has limited or banned the provision of any services related to sexual, reproductive or [gender](#) affirming health care (i.e., abortion services, hormone therapies, birth control, etc.), CSWs are to continue to ensure that these youth are able to receive health care services as required under California law. To help navigate the statutory challenges and to ensure a youth's access to health care services continue, CSWs can contact their local county [Medi-Cal](#) office. For assistance in determining what services are available in the youth's placement state, the CSW and the youth must reach out to their dependency attorney and the CSW must reach out to County Counsel, the Regional

Administration Team, and/or the Health Management Services Division – Child Welfare Health Services Section (PPT_EPY_Conferences@dcfs.lacounty.gov), and the Regional Administration Team. CSWs can also refer to www.abortionfinder.org for a detailed breakdown of each state's laws regarding what types of reproductive health care are legal in the youth's placement state as well as assistance in locating health care providers in that state. For assistance in determining what services are available in the youth's placement state, the CSW can reach out to the Health Management Services Division – Child Welfare Health Services Section (PPT_EPY_Conferences@dcfs.lacounty.gov).

If a youth expresses a desire or need for reproductive or gender affirming health care, the CSW should act with reasonable promptness to address this need in a timely manner as many of these services are very time sensitive. This includes any transportation needs. [WIC Section 16001.9](#) describes the right to timely care and [ACL 16-82](#) provides guidance on a youth's right to be provided transportation to reproductive and sexual health-related services. Because abortion, gender affirming care and other reproductive health care laws are changing quickly, California youth living out of state can contact their dependency attorney to discuss their options.

The CSW has an ongoing duty to assist the youth. If the youth does not feel comfortable talking to their attorney, or has limited capacity (mentally or access) to make calls, search websites, etc. the CSW must assist the youth. CSWs can consult with their Regional Administration Team or the Health Management Services Division – Child Welfare Health Services Section for assistance on supporting the youth/NMD.

When a foster youth requires ongoing health care (e.g., hormone therapy or other gender affirming care) that is unavailable or difficult to access in the state where they are currently residing, an alternative placement may need to be considered by the case management team, including the youth's attorney. The youth should be consulted when making any alternative placement decision and the [youth's written consent](#) must be obtained prior to disclosing any health information. CSWs must honor the foster youth's confidentiality as required by law.

CSWs are recommended to regularly provide youth who are placed out of state with a contact form or resource card with current information of their California support team including their CSW and Juvenile Dependency attorney to help them access any medical care or information they may need. If a youth placed out of state has a medical need that cannot be addressed in their placement area, transportation procedures should be arranged to ensure that their medical care can be addressed in a time-sensitive manner.

For information and resources, including but not limited to fees, lodging, and transportation to support reproductive health care access for minors/NMDs, CSWs can consult with their Regional Administration Team, County Counsel, or the Health Management Services Division – Child Welfare Health Services Section (PPT_EPY_Conferences@dcfs.lacounty.gov) for assistance. Refer to [Management Directive, 14-02 Travel Policy, Travel Advance and Expense Reimbursement](#) when requesting transportation and lodging for a child/youth/NMD. Please note that per the travel policy, "transportation of a child is a case work decision to be approved by the RA and does not require a court order."

Pregnancy Prevention & Avoiding Sexually Transmitted Infections

CSWs may distribute condoms to dependent DCFS minors/NMDs in foster care. CSWs should make minors/NMDs aware of the availability of condoms and make them available. CSWs should consult with the manager of their respective DCFS office on the availability of condoms for distribution to minors/NMDs and, if appropriate, seek guidance from their assigned SCSW and Public Health Nurse (PHN) on how to provide an educational context (such as literature and educational materials) for the minor/NMD receiving condoms. If the youth wants condoms, they do not need or have to take a pamphlet, listen to an educational talk, etc. in order to receive condoms. CSWs can also refer minors/NMDs to the [condom project](#), [211](#), 1degree.org, or [DPH Health Centers](#) for free condoms.

DCFS and Department of Public Health (DPH) PHNs are available for consultation with the CSW, for direct consultation with the minors/NMD, and for [joint response or collaborative planning](#) regarding reproductive health issues.

Any DCFS served minor/NMD can be seen at any of the [Medical Hubs](#) for reproductive health information and discussion of available birth control options. Some Medical Hubs offer birth control. Additionally, most Obstetrics/Gynecological doctors, family medical providers, and pediatricians can also discuss options for contraception with youth/NMD, provide services, and/or offer referrals for services. When calling for appointments, the CSW or caregiver would need to confirm with the provider's office if there are age limits for whom they can see and whether they can provide contraception counseling and other reproductive health services. For additional information, see [Overview of Youth's Rights for Sexual Health Services, Sexual Health Services Available at the Medical Hub Clinics and Reproductive Health Resources for Youth](#).

Pregnancy

A minor/NMD's choice to [continue](#) or [terminate](#) their pregnancy is a very personal decision and the CSW must support the minor/NMD's decision without expressing personal bias or attempting to influence their decision. Minors/NMDs should be directed to the [Planned Parenthood, a Los Angeles County Health Clinic](#) or an equivalent local family planning clinic for assistance in pregnancy testing and counseling/ education regarding their options. CSWs will ensure that the local, family planning clinic the minor/NMD is referred to provides counseling/education for a full range of options. These options include parenting, adoption, and pregnancy termination. A minor/NMD should also be encouraged to seek out people who will support them in making a decision, such as their partner(s), family, friends, attorney, clergy, or a professional counselor. If a minor/NMD is exploring [relinquishment](#) of parental rights and placement of the baby for adoption, they may contact the DCFS Foster and Adoption Recruitment number, (888) 811-1121 or via email, Relinquishment@dcfs.lacounty.gov. CSWs should be aware of "crisis pregnancy centers" which do not provide a full range of reproductive health services. CSWs and minors/NMDs are encouraged to find a vetted clinic in California that provides a full range of reproductive health services: <https://www.bedsider.org/find-health-care/clinics>. If they are exploring this option, explain to the minor/NMD that they must discuss with their attorney the legal implications of adoption. Provide the minor/NMD with their attorney's name and the CLC main number (323) 980-1700.

Revealing pregnancy information in the absence of a minor/NMD's written consent is a violation of their right to privacy. The father's written consent is necessary before documenting in the father's case file that they are possibly going to be a father. This does not apply when documenting all non-reproductive/routine [medical information](#) in the minor/NMD's case file or on CWS/CMS, or when sharing medical information with health care providers when appropriate. Refer to [ACIN No. I-73-16](#) for guidance regarding how to document minor and NMD parents in CWS/CMS.

Continuing the Pregnancy

If a minor/NMD becomes pregnant, they have the right to continue their pregnancy, regardless of their age, marital status, or financial situation. All minors/NMDs in care are eligible to receive Medi-Cal and financial support to provide for themselves and their children.

It is important that a pregnant minor/NMD visit a doctor for prenatal care, including regular check-ups during pregnancy. If a minor/NMD thinks they are pregnant, they should be encouraged to talk to their health care provider about medications they are taking.

Safe Surrender

The CSW, and DPO if the minor/NMD receives dual supervision, must inform any minor/NMD of childbearing age of the [Safe Haven](#) law and provide them with the Safe Surrender Hotline number 877-BABY-SAFE and website: <https://www.cdss.ca.gov/safe-surrender-baby>. The law states that no parent/legal guardian who has custody of a minor child who is seventy-two (72) hours (three (3) days) old or younger may be prosecuted for child abandonment, if they voluntarily surrenders physical custody of the child to a designated employee at a public or private hospital emergency room, designated fire station, or other safe surrender site, as determined by the local County Board of Supervisors. The law also allows for a fourteen (14) day "cooling off" period, during which the parent/legal guardian may return to reclaim the child.

Adoption

Adoption can be an alternative for a minor/NMD who does not feel prepared to raise a child but does not want to have an abortion. Adoption is a legal process, during which the minor/NMD gives up all rights and responsibilities as a parent. Adoption is permanent and cannot be reversed.

There are two methods for legal adoption in California:

- Through a private or government agency, where the agency takes full responsibility for all legal matters involved
- Independent adoption, where the parent locates an adoptive family on their own.

In both cases, the adopting family must be approved before the adoption process is final.

If the minor/NMD expresses an interest in adoption, CSWs should provide the minor/NMD with the DCFS Adoption Information/Intake number, (888) 811-1121 to seek assistance from an Adoption CSW to discuss adoption. CSWs should also provide the minor/NMD with their attorney's information so that they may get legal advice regarding adoption.

Safe Pregnancy and Healthy Baby

Expectant and Parenting Youth (EPY) Conference

A youth referred to an EPY Conference must have already considered and discussed their options with their parent(s)/legal guardian(s), attorney, or other trusted adult and decided to become a parent. All Expectant and Parenting Youth (EPY), whether a birthing parent or co-parent, shall be offered a voluntary EPY conference. An Expectant and Parenting Youth (EPY) Conference (formerly Pregnant and Parenting Teen (PPT) Conference) is a voluntary proactive tool intended to identify and discuss issues related to pregnancy and early stages of child rearing for expectant or parenting minors/NMDs, including fathers/co-parents. EPY Conferences focus on planning for healthy parenting, identifying appropriate resources and services, and preparing for a successful transition to independence. During EPY conferences, the facilitator should review the [DCFS 229, Permission from Youth to Share Reproductive Health-Related Information](#) form, including going over the youth's right to disclose or not disclose information and their right to discuss it with their attorney.

The Child Welfare Health Services Section, Expectant and Parenting Youth (EPY) Conference Facilitators help promote the Expectant Parent Payment (EPP) as appropriate during EPY Conferences. The EPY Conference Facilitators are available for any questions regarding EPP. These staff can be reached at mendeh@dcfs.lacounty.gov and melenaa@dcfs.lacounty.gov.

Collaborative Planning with a Public Health Nurse (PHN)

When a youth/NMD chooses to continue a pregnancy and to become a parent, upon [written consent](#), the CSW may disclose this information to the Public Health Nurse (PHN). Before signing the written consent, the minor/NMD should be advised that if desired, they are able to consult with their attorney prior to signing any release of information. The CSW and a Public Health Nurse (PHN) co-located in the CSW's office will have a collaborative planning meeting with the minor/NMD. At this meeting, the minor/NMD's needs will be assessed and interventions to ensure a safe pregnancy and a healthy baby will be offered. These interventions may include, but are not limited to:

- A joint visit to the home, hospital, school, or office
- Sending for medical records
- Interpreting medical information
- Referrals to appropriate community agencies

The goal of the collaborative planning meeting is to develop a plan that protects the minor/NMD and their child's health and safety needs. Once the PHN receives the copy of the consent and disclosure and when a home visit is warranted, the CSW will work with the PHN to schedule and conduct the visit. During the CSW joint visit, the PHN will follow their Child Welfare PHN Policies & Procedures for completing their assessment for the minor/NMD and follow CWPHN documentation procedure. Refer to the section [Documentation of Pregnancy and Parenting in CWS/CMS for Minor and Nonminor Dependents](#).

When a home visit is indicated, the PHN and the CSW will meet at the minor/NMD's placement to assess their health, safety, and health practices. During the joint visit, the PHN will:

- Assist the CSW with the assessment of the home environment.
- Identify actual and potential health needs of the minor/NMD and their child(ren) through observation and interviews.
- Inform the CSW of any health and/or safety concerns. If the PHN raises concerns, the CSW shall employ a strengths-based approach to support the minor/NMD. The CSW shall ensure that the minor/NMD is referred to preventative services to address any concerns regarding the safety, health, or well-being of the child, and to help prevent, whenever possible, the filing of a petition to declare a child a dependent of the juvenile court under WIC 300. The CSW shall ensure that

the minor/NMD is provided access to services targeted at supporting and maintaining the parent-child bond and the minor/NMD's ability to provide a permanent and safe home for the child.

Nurse Family Partnership (NFP) Program

A minor/NMD qualifies for the [Nurse Family Partnership \(NFP\)](#), if they meet all of the following criteria:

- Is pregnant for the first time (subsequent pregnancies accepted in certain areas)
- Is under 28 weeks pregnant at the time of the referral
 - Some Service Planning Areas (SPAs) may accept referrals as long as the youth/NMD has not yet given birth – post-delivery, NFP program will refer the youth/NMD to other home visitation programs
- Agrees to NFP program services

The program provides home visiting services, beginning during the pregnancy and extending through the child's first two (2) years of life. The PHNs who visit the minor/NMD's home will focus on the new parent's health and on their development as a parent.

The CSW can refer minors/NMDs living in Los Angeles County to Nurse Family Partnership using the [LA County Home-Visiting Confidential Referral Form](#).

If NFP is not an option, the CSW can still refer the minor/NMD to a home-visiting program using the LA County Home-Visiting Confidential Referral Form (hyperlink to form), which will allow the youth to be linked to Parents as Teachers or Healthy Families America. The CSW can also consider other home visitation resources, such as Welcome Baby, Partnerships for Families and Early Intervention programs, such as Early Head Start. The Los Angeles County Perinatal and Early Childhood Home Visitation Consortiums e-directory ([Home Visiting E-Directory](#)) can be utilized to find appropriate programs.

Partnerships for Families (PFF) Program

A minor/NMD is eligible for the Partnerships for Families (PFF) program as long as the minor's children are not dependents of the court. A referral can be generated in the Family Centered Services Portal on LA Kids to refer an expectant mother and/or father. PFF's home visitation services are provided by a master's level staff. PFF provides and connects the youth to counseling, concrete supports including baby items and cribs, and other services and resources as needed.

In addition to the home-visiting programs listed above, the CSW can refer the pregnant youth for a free doula if the youth would like a doula. A doula is a trained professional who provides expert guidance for the service of others and who supports another person through a significant health-related experience, such as childbirth, miscarriage, induced abortion or stillbirth, as well as non-reproductive experiences such as dying. Youth identifying as Black or African American can be referred for a doula through the [Black Infants and Families Program](#). CSWs can also refer pregnant youth of all racial identities for a doula through the [Joy in Birthing Foundation](#). Youth placed out of county can access doula care through Medi-Cal. Youth may also access the Frontline Doula Hotline (Frontline Doulas). The Frontline Doula Hotline is a respectful "warm line" that allows youth to schedule a call-back time with a Doula. The Frontline Doula Hotline operates Monday through Sunday, 7 am–10 pm, PST.

Expectant Parent Payment (EPP)

Effective January 1, 2022, WIC 11465(e) authorizes a payment to be made directly to an expectant minor or NMD, approximately three (3) months prior to the minor/NMD's due date. Prior to automation, this payment will be issued as a lump sum of \$2,700; once automation has been finalized, an amount equivalent to the home-based foster care infant supplement will be paid monthly for the final three (3) months of a minor/NMD's pregnancy. The payment will be the same regardless of placement type, and it will be paid directly to the expectant minor/NMD.

This expectant parent payment is available to meet the specialized needs of the pregnant minor/NMD, as well as prepare for the needs of the infant. Preparing for the birth of a newborn is expensive. Some potential expenses this payment could be used for are included below. Listed expenses are only examples, the expectant minor/NMD who receives the payment is not required to submit any accounting or receipts to show how the funds are utilized. All items purchased with these funds are the property of the minor/NMD and go with them if/when they change facilities or exit care.

Example uses of the payment include, but are not limited to:

- Cribs, rocking chairs, changing tables or other infant related furniture.
- Car seats, strollers, or infant carriers.
- Clothes for the infant or maternity clothes for the pregnant minor/NMD.
- Nursing bras, breast pumps, formula or other infant feeding necessities.
- Diapers, pacifiers, bibs, and other miscellaneous infant items.
- Birth preparation or parenting classes.

CSWs must discuss the availability of EPP funds with the pregnant minors/NMDs.

The EPP replaces the Early Infant Supplement (EIS) financial benefit that was previously provided to DCFS pregnant minor/NMD in placement in the 7th, 8th, and 9th months of pregnancy.

To implement the EPP benefit, CSWs must obtain and submit a copy of an official medical record given directly to the pregnant minor/NMD from a qualified medical provider, containing both verification of pregnancy and the Expected Delivery Date. A determination of the 7th, 8th, or 9th month of pregnancy for the purpose of implementing the EPP payment(s) will be based on the Expected Delivery Date provided in the medical record. Minors/NMDs are eligible for the entire lump sum payment even if the EPP application is submitted after the 7th month of pregnancy.

If the pregnant minor/NMD does not have an official medical record from their health care provider containing the required information, the CSW may request a verification of pregnancy letter from the medical provider on formal letterhead with an Expected Delivery Date. Any verification and documentation procedure must abide by applicable confidentiality laws. The CSW may use DCFS 6119, DCFS Expectant Parent Payment (EPP) Health Care Provider Request, which includes a signature line for the pregnant youth/NMD to authorize the health care provider to disclose the youth's pregnancy and Expected Delivery Date. A verification of pregnancy letter from a qualified medical provider, reflecting the Expected Delivery Date, must be submitted as a part of the application.

Expectant parent payments are available to pregnant minors/NMDs who receive AFDC-FC or ARC payments, including those placed in Short Term Residential Therapeutic Placements (STRTPs), Supervised Independent Living Placements (SILPs), Transitional Housing Placements (THPP) or home-based foster care. Los Angeles County will also issue an EPP for youth who are not in an approved placement but are otherwise eligible, through a Special Payment request for an Administrative Review Net County Costs (NCC). If the minor/NMD is not in an approved placement, the assigned CSW and SCSW should consult with their Regional Administration Team, assigned County Counsel, and/or a Health Management Services EPY Facilitator on the appropriateness of providing the EPP due to case considerations. Expectant Parent Payments are not available for minors/NMDs in the Adoption Assistance Program (AAP) and the Kinship Guardianship Assistance Payment Program (Kin-GAP). Pregnant minors/NMDs residing in the home of one or both parents (HOP) are not eligible to receive EPP payments. However, they may be eligible to receive financial assistance from the Department of Public Social Services (DPSS). The address provided on the EPP request must match the pregnant minor/NMD's placement address as reflected in CWS/CMS.

The Child Welfare Health Services Section, EPY Conference Facilitators help promote the EPP as appropriate during EPY Conferences. The EPY Conference Facilitators are available for any questions regarding EPP. These staff can be reached at mendeh@dcfs.lacounty.gov, melenaa@dcfs.lacounty.gov, or PPT_EPY_Conferences@dcfs.lacounty.gov.

Infant Supplement

The infant supplement begins the month that the infant is born and continues as long as the non-dependent infant continues to reside with the minor/NMD parent in an eligible placement. As soon as the infant is born and is under the care of the now parenting minor/NMD, the CSW must initiate an [FCSS Automated DCFS 280](#) request to start the official Infant Supplement payment of \$900 per month, or \$1,379 per month for group home/STRTP placements, and to begin Medi-Cal coverage for the infant. To begin Medi-Cal coverage for the baby, initiate an FCSS Automated 280 (Note: a hospital discharge summary or hospital certificate of birth may be needed to initiate the DCFS 280).

The infant supplement is an additional payment tied to AFDC-Foster Care, Kin-GAP and Approved [Relative Caregiver \(ARC\)](#) programs for children of parenting foster youth, when the child and parenting foster youth live in a foster care setting. Other parenting youth who are living with their non-dependent child are also eligible including youth under delinquency jurisdiction who are living in foster care, NMDs, and youth in non-related legal guardianships who are receiving AFDC-FC. An infant supplement payment is paid to the youth's caregiver. NMDs living in a SILP receive their payment directly. A co-parent in foster care is entitled to the infant supplement if the newborn/young child is

living with the co-parent at least part of the time. Infant supplements may only be used to provide for the care and supervision of the child of the eligible parent and are not intended to be additional compensation for the youth/NMD's caregiver.

A NMD parent residing in a SILP with their non-dependent child, may enter into a Parenting Support Plan (PSP) with an identified and approved responsible adult mentor. The NMD parent may obtain the PSP rate of \$200 (which is paid directly to the parenting NMD). Refer to PG 0100-510.40, Services for Minor and [Nonminor Dependent \(NMD\)](#) Parents for more information and procedures on how to obtain a PSP rate for the parenting NMD.

Termination of Pregnancy

If a minor/NMD at any age does not want to continue a pregnancy, they have the legal right to terminate it. If the minor/NMD is under DCFS supervision, the CSW must ensure that the minor/NMD's transportation needs are met, including transporting them, if necessary. No one has the legal right to force a minor/NMD to terminate or choose not to terminate the pregnancy, regardless of the minor/NMD's age. Termination of pregnancy services are time sensitive. If the minor/ NMD's right to these services are being violated, the CSW must ensure that the minor/NMD is able to obtain the services in a timely manner ([Planned Parenthood, a Los Angeles County Health Clinic](#)). For example, if a minor/NMD wishes to terminate their pregnancy and they are having trouble finding a medical provider who can assist them promptly, or if the minor/NMD needs transportation to their medical appointment and their housing provider/Resource Parent is unable to assist them, the CSW shall assist the minor/NMD to help remove these barriers to accessing services. Each case needs to be addressed and evaluated on a case-by-case basis as to the logistics of transportation and lodging, and the CSW must consult with County Counsel, Regional Administration Team, and Child Welfare Health Services Section to avoid violating the state's specific reproductive health laws. CSWs can also refer to www.abortionfinder.org for a detailed breakdown of each state's laws regarding what types of reproductive health care are legal in the youth's placement state as well as assistance in locating health care providers in that state. CSWs should inform the minor/NMD that Medi-Cal covers the cost of the termination of pregnancy, and refer to [Management Directive 14-02, Travel Policy, Travel Advance and Expense Reimbursement](#) when requesting transportation and lodging for a child/youth/NMD. For information regarding California protections for reproductive health care refer to <https://www.gov.ca.gov/2023/09/27/california-expands-access-and-protections-for-reproductive-health-care/>.

Documentation of Pregnancy and Parenting in CWS/CMS for Minors/NMDs

Under the requirements of [SB 794](#), data regarding pregnancy must be collected and reported. Pregnancy is a health condition which may be reported by the minor/NMD, their caregiver or physician. Due to the confidential nature of this information, conversations with minor/NMD about pregnancy-related topics should be handled with sensitivity and care to eliminate coercion regarding the disclosure of pregnancy status. Any disclosure regarding pregnancy requires the minor/NMD's written consent.

Revealing pregnancy information in the absence of a minor/NMD's written consent is a violation of their right to privacy. The father's written consent is necessary before documenting in the father's case file that they are possibly going to be a father. This does not apply when documenting all non-reproductive/routine medical information in the minor/NMD's case file or on CWS/CMS, or when sharing medical information with health care providers when appropriate.

Under the requirements of SB 794, data regarding pregnancy must be collected and reported. There are two (2) ways to capture pregnancy information in CWS/CMS. Pregnancy information may be entered under the Observed Condition tab or under the Diagnosed Condition tab. The correct way to enter this data depends on whether the minor/NMD has consented to the release of information.

Discussions related to the minor/NMD's reproductive rights and pregnancy may also be documented in the CWS/CMS Case Notes (i.e. Title XXs) with suggested language as follows:

- The CSW and the minor/NMD discussed topics of reproductive health.
- The CSW provided resources regarding reproductive health.
- The CSW offered to remove any barriers the minor/NMD may experience accessing reproductive health services.

Under the requirements of [SB 528](#), complete and accurate data on parenting minor and NMD parents must be collected. The reported data must also include the parenting minor/NMD's county, age, ethnic group, placement type, time in care, number of children they have, and whether the children are court dependents.

When a CSW first learns that a minor/NMD is pregnant, the information should be entered into CWS/CMS via the [Observed Condition](#) tab. This will ensure that the information is not automatically populated on the Health and Education Passport (HEP) and will keep the information private from caregivers and others such as school personnel, counselors, mentors and Foster Youth Services providers that receive copies of a minor/NMD's HEP. This information may not be relevant to the provisions of some types of services and supports and therefore need not be included in the HEP. Additionally, the minor/NMD should be consulted prior to the disclosure of any pregnancy-related information.

If a minor/NMD has been hospitalized for a health issue related to the pregnancy, such as a pregnancy complication or due to giving birth, the pregnancy must be recorded as a diagnosed condition in order to allow for entering the hospitalization information. Pursuant to WIC section 16010(a), any hospitalization must be recorded in a manner in which the information would be entered into the minor/NMD's HEP.

The [All County Information Notice \(ACIN\) I-73-16](#) provides information on the state-required guidelines for entering parenting information into CWS/CMS. Prior to release ACIN I-73-16, guidelines had been established via [ACIN I-60-15](#) to collect data on parenting minors/NMDs via CWS/CMS data entry. An FYI was issued (FYI 16-01) on how to document the state-required information into CWS/CMS and an update to FYI 16-01 was released via [FYI 16-19](#).

Cross Reporting to Law Enforcement

The CSW must ensure that a [child abuse report](#) is made with DCFS and that a cross report is made to local law enforcement in cases where the age difference is as described below, and any time there is a [reasonable suspicion](#) that the sexual activity was coerced or not voluntary (including sexual exploitation). In the absence of an emergency, prior to disclosure, the CSW must inform the minor that they will be disclosing this information and explain the reason for that disclosure. The CSW should notify the youth's attorney of reports made to local law enforcement on behalf of their clients.

Age Difference

Mandated reporters must report if they have a reasonable suspicion that:

1. A person fourteen (14) or older engaged in sexual intercourse with a minor under age of fourteen (14).
2. A person twenty-one (21) or older engaged in sexual intercourse with a minor aged fourteen (14) or fifteen (15).

Sexual Activity that is Coerced or Not Voluntary

Mandated reporters must report if they have a reasonable suspicion that intercourse with a minor was coerced, or in any other way not voluntary. As one example, sexual activity is not voluntary when the victim is unconscious or so intoxicated that they cannot resist. See below, and see [Penal Code sections 261](#) and [11165.1](#), for more examples.

Sexual Activity Involving Sexual Exploitation or Trafficking

Mandated reporters must report if they have a reasonable suspicion that a minor has been sexually trafficked or is being sexually exploited. Child pornography is sexual exploitation, as is the provision of food, shelter, or payment to a child in exchange for any sexual act described in Penal Code section 11165.1. See Penal Code section 11165.1 for more examples.

CSWs must make a report to law enforcement in cases where the minor reports that the sexual activity occurred under any circumstance where there is a reasonable suspicion that the sexual activity was coerced or in any way not voluntary. These include, but are not limited to:

- While the minor was unconscious, intoxicated or lacked the mental, developmental or physical capacity to give legal consent; or

- Was accomplished against the minor's will by means of force, violence or fear of immediate bodily injury; or
- The minor is a victim of commercial sexual exploitation, or other sexual exploitation.

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PROCEDURE

Informing Youth of Their Rights and Removing Barriers

CSW Responsibilities

1. Communicate with DCFS youth, age 10 and above, about their reproductive and sexual health, and utilize the following resources:
 - [DCFS FYI 17-36](#): FOR DCFS-SERVED YOUTH: Know Your Rights For Sexual Health Services, Sexual Health Services Available At The Medical Hub Clinics And Reproductive Health Resources for Youth
 - [FACT SHEET](#): "What CSWs and DPOs Need to Know: Preventing Unwanted Teen Pregnancies & Sexually Transmitted Infections."
 - [CDSS' BROCHURE](#): Know Your Sexual and Reproductive Health Rights
 - [CDSS' "A Guide for Case Managers: Assisting Foster Youth with Healthy Sexual Development and Pregnancy Prevention"](#)
 - [SB Case Manager Guide and Youth Factsheets](#)
 - [Pocket Guide LA](#): Empowering Los Angeles Youth to Make Healthy Choices
 - [Foster Youth Bill of Rights](#)
 - [LA Youth Rights web site](#)
2. Document the required activities in the case plan utilizing the two (2) new Case Management Services, Service Categories: Inform Sexual and Repro Health Rights and Assist Access to Sexual/Repro Care Svcs.
 - Since case plans are attached to court reports, the court will be kept apprised of CSWs meeting the mandates of having an annual conversation with youth age ten (10) and above regarding their reproductive health rights, accessing reproductive health services, and assisting in removing any identified barriers.
3. Document the required activities in a contact in the case. Documentation should include any actions the CSW took to provide the youth/NMD with information, resources, and assistance to remove any barriers the youth/NMD may have in receiving sexual and reproductive health care. Confidential information about the youth/NMD receiving sexual and reproductive health care does not belong in the case documentation.

Improving Access to Sexual Health Education

CSW Responsibilities

1. Submit [DCFS 1726 DCFS School Records Request](#) and ensure that Verification of Completion of Comprehensive Sexual Health Education (CSHE) is requested, through checkbox-marked on first page of the DCFS 1726.
2. Upon receipt of the completed DCFS 1726, review the information provided by the youth's school to ensure all requested information was given.
3. If the required CSHE information was not provided, contact the youth's school counselor to inquire if the youth completed the required CHYA-compliant CSHE. The attached Unified School Districts CHYA Matrix can be used as a tool to communicate with the school.
4. If the youth has not received the CHYA-compliant CSHE at his/her school, refer to information provided by the school on the DCFS 1726, II. Availability of Alternative CHYA-compliant Comprehensive Sexual Health Education, on the possibility of the youth taking the class out of sequence, in independent study, or in summer school.
5. With the youth's agreement to participate, coordinate with the school to assist the youth in participating and completing the alternative CSHE. If the youth is not able, or does not wish, to participate during the proposed alternative time, document this information in the CWS/CMS Contact Notebook.
6. If transportation is needed, explore the possibility of the caregiver assisting, or if the caregiver is unable to provide transportation, assist in facilitating transportation.
7. If there is no alternative CSHE available through the school, notify the DCFS Child Welfare Health Services (CWHs) Section by emailing the Comprehensive Sexual Health Education InBox at

CSHE@dcfs.lacounty.gov with the youth's name, DOB, school name and grade level. The CWHS Section is tracking the need for youth to receive an alternative curriculum. This notification is required to assist DCFS in establishing an alternative to the youth receiving the CSHE once in Middle School and once in High School.

8. Pending the youth being linked to and receiving an alternative CHYA-compliant CSHE, consider referring younger youth to [AMAZE](#), a free online sexual health education resource that includes engaging, educational, and age appropriate sex education videos. The AMAZE website works best on County computers when using Goggle Chrome. Consider referring older youth and NMDs to a similar resource, [BEDSIDER](#).
9. Document the information obtained from the youth's school in the Case Plan utilizing the Service Category, Sexual Health Education Services, and the two (2) Service Types, Sexual Health Education High School and Sexual Health Education Middle School.
 - Since Case Plans are attached to court reports, the Court will be kept apprised of the Department's mandate to ensure that the case plan is reviewed annually and updated, as needed, to indicate that the CSW has verified that the youth/NMD has received the CHYA compliant CHSE, once in middle school and once in high school.
10. Document the required activities in the CWS/CMS Contact Notebook. Documentation should include any actions the CSW took to obtain the required CSHE information.

Documenting SB 89 Compliance in Court Reports

CSW Responsibilities

1. For all youth in placement, age 10 and above, document compliance with the mandates of SB 89 in all 6-month court reports (21.e, 21.f, .22, .26 reports). The following sample language may be used to avoid violating confidentiality rights:
 - Given the youth's age, (s/he) was provided with information regarding reproductive/sexual health rights on (Date).
 - On (Date), the youth was provided information regarding reproductive/sexual health resources, as appropriate, and CSW discussed and removed any existing barriers to youth receiving reproductive/sexual health care.
 - Youth is currently attending _____ Middle School and received the CHYA-compliant Comprehensive Sexual Health Education on (Date).
 - Youth is currently attending _____ High School and received the CHYA-complaint Comprehensive Sexual Health Education on (Date).
 - Youth is unable to receive the CHYA-compliant Comprehensive Sexual Health Education (CSHE) at their school. CSW referred youth to an alternative CHYA-compliant Comprehensive Sexual Health Education program at _____ on (Date).
 - Youth received the alternative CHYA-compliant Comprehensive Sexual Health Education program at _____ on (Date).

Sexual and Reproductive Health for Minors and NMDs

CSW Responsibilities

1. Personal biases and/ or religious beliefs will not be imposed upon the minor/NMD.
2. Provide a copy of and explain in an age-appropriate manner the [Foster Youth Bill of Rights](#) upon entry into foster care and at least once every six (6) months at the time of scheduled contact and any change of placement.
3. Inform the minor/NMD, in an age appropriate manner, of their rights to consent at any age to pregnancy-related care, including contraception, abortion, and prenatal care. See [FYI 22-19, Youth and Reproductive Health Rights](#).
 - a. Reproductive and sexual health care.
 - b. Unplanned pregnancy prevention, including abstinence, and use of birth control.
 - c. Options regarding pregnancy, including abortion.
 - d. Prevention and treatment of STIs.
4. Inform the minor/NMD of their right to consent at age 12 or older to the prevention, diagnosis, and treatment of STIs.
5. Inform the minor/NMD about their confidentiality rights regarding medical services and seek the youth/NMD's written consent prior to any disclosure of their sexual or reproductive health information. Also, inform the minor/NMD of their right to withhold consent to such disclosure(s).
6. Ensure the minor/NMD is up-to-date on their annual medical appointments.

7. Ask the minor/NMD if they are facing any barriers in accessing reproductive and sexual health care services or treatment, and ensure any barriers are addressed in a timely manner.
8. Use the [reasonable and prudent parent stand](#) to create normalcy and to support the healthy sexual development of the minor/NMD based on their individual needs. See the [Guide for Case Managers: Assisting Foster Youth with Healthy Sexual Development and Pregnancy Prevention](#).
9. Provide the minor/NMD with the youth-friendly brochure, "[Know your Sexual and Reproductive Health Care Rights](#)."
10. Provide resources such as [Planned Parenthood](#), a Los Angeles County Health Clinic, and/ or a primary physician, information on condom availability, as well as other resources to address the [sexual health needs of DCFS-served youth](#).
11. Provide pregnant minor/NMD with Reproductive Health and Parenting Resources for Youth in LA County. The resources listed in this document are not exhaustive, but will serve as a starting point for locating resources appropriate for the individual youth/NMD.
12. Document in the case plan any measures taken towards ensuring that items #1 through #7 were completed. All documentation needs to comply with existing confidentiality laws.

Assisting a Pregnant Minor/NMD

CSW Responsibilities

1. Upon a minor/NMD's disclosure they are pregnant:
 - a. With the minor/NMD's written consent, immediately inform PHN about the pregnant minor/NMD.
 - b. Document in the Health Notebook the pregnancy as an observed condition.
 - i. Click on the [Observed Condition](#) page tab.
 - ii. To add an Observed Condition, click the "+" in the Observed Condition grid to create a new row, and complete all known and mandatory fields.
 - iii. Under Condition, select Physical Health from the Category dropdown list and Pregnant from the Health Problem dropdown list.
 - iv. Add any known contact information regarding the pregnancy related health care provider in the Description box under the Health Problem dropdown list.
 - v. Any condition with the Alert box selected will populate in the Health and Education Passport (HEP).
2. If the minor/NMD is hospitalized for a pregnancy related issue and has provided written consent, consult with the PHN to request for PHN review and documentation on CWS/CMS and assistance with any medical follow-ups, as needed.
 - a. Submit a PHN consult referral (Public Health Nursing Consultation Request)
 - Under Request Reason, select "Input Medical Info into CWS/CMS"
3. Advise the minor/NMD of the family planning options available to them, including:
 - Terminating the pregnancy
 - Continuing the pregnancy and relinquishing the baby for adoption
 - Continuing the pregnancy and keeping the baby
4. Encourage the minor/NMD, if appropriate, to discuss their options with their parent(s)/legal guardian(s), attorney, or other trusted adult.
5. Reassure the minor/NMD that they will receive CSW support no matter their choice.
6. Provide the minor/NMD with a copy of [Reproductive Health and Parenting Resources for Teens in LA County](#) prior to closing the referral or promoting the referral to a case.
7. Refer the minor/NMD to [Planned Parenthood, a Los Angeles County Health Clinic](#) and/or a primary physician to further discuss their family planning options.
 - If the minor/NMD is under DCFS supervision, ensure that the minor/NMD's transportation needs are met, including transporting them, if necessary. The CSW does not have to transport the minor/NMD; however, the CSW is responsible for ensuring transportation needs are met.
8. Inform the minor/NMD of their right to confidentiality.
9. If a DCFS-supervised minor/NMD decides to continue their pregnancy, inform them of the [Nurse Family Partnership \(NFP\)](#) program.
 - If they wish to participate and qualify, refer them for the services.
10. If the minor/NMD has decided to carry their pregnancy to term and raise the baby, offer the minor/NMD an EPY Conference to assist with planning for healthy parenting, identifying resources and preparing for a successful transition to independence as a young parent.
 - a. If the minor/NMD agrees, ask the minor/NMD to complete the DCFS 229, Permission from Youth to Share Reproductive Health-Related Information form and submit the [DCFS 174](#)

- requesting the EPY Conference via the referral portal to "PPT/EPY." An EPY can request an EPY Conference before and after the baby is born.
- b. Email EPY facilitators Anita Melendez melenaa@dcfs.lacounty.gov & Hipolito Mendez mendeh@dcfs.lacounty.gov as well as the EPY email address, PPT_EPY_Conferences@dcfs.lacounty.gov to confirm receipt of the referral.
11. If a DCFS-supervised minor/NMD decides to continue their pregnancy, inform them of the [Nurse Family Partnership \(NFP\)](#) program.
 - If they wish to participate and qualify, refer them for the services. If they do not qualify for or wish to participate in NFP, offer referrals to other Home Visitation or Community-Based support programs. [The Los Angeles County Perinatal and Early Childhood Home Visitation Consortiums e-directory \(Home Visiting E-Directory\)](#) can be utilized to find appropriate programs.
 12. Inform the minor/NMD of the [Safe Haven](#) law.
 13. If the minor has an open referral, arrange for a [joint response](#) with a PHN.
 14. For DCFS-supervised minor/NMD, follow the relevant guidelines, depending on their decision:
 - [Terminate the pregnancy](#)
 - Continue the pregnancy and [relinquish the baby](#) for adoption
 - Continue the pregnancy and [keep the baby](#)
 15. Document on the "Observed Condition" tab in CWS/CMS that:
 - Referrals were provided to the minor/NMD
 - The options for managing the pregnancy (family planning) were discussed prior to promoting the referral to a case, closing the referral, or on the open case.
 - Document in the Health Notebook information regarding the pregnancy and related medical treatment, including the name, address, and phone number of the physician providing prenatal care.
 16. If a [Child and Family Team \(CFT\)](#) meeting is held, advise the minor/NMD that their pregnancy will not be revealed during the CFT unless they authorize it.
 17. If a minor/NMD's open referral is promoted to a case, incorporate financial and medical assistance, as well as expectant parent programs, into the [case plan](#).
 18. If a placement decision must be made for a minor/NMD, their prenatal needs must be considered along with the permanency needs of their family unit, if the youth chooses to become a parent.
 - The minor/NMD should be advised that they have the right not to disclose their pregnancy status.
 - Discuss with the minor/NMD about the importance of informing the [Resource Parent](#) that they are pregnant so that they can help support them.
 19. Obtain the required verification once the pregnant minor/NMD is eligible and submit for the EPP (the pregnant minor/NMD can receive this payment even after the birth of the baby). Refer to [Procedural Guide 0100-510.40, Services for Minor and Nonminor Dependent \(NMD\) Parents](#).
 20. At each subsequent home visit:
 21. Determine whether the minor/NMD and their family are using the referred resources.
 22. Document that information in the Contact Notebook.

Expectant Parent Payment (EPP) During a Minor/NMD's Pregnancy

CSW Responsibilities

1. Discuss with the pregnant minor/NMD in placement the availability of EPP and the purpose of the funds, namely to assist the minor/NMD in preparing for the birth of the infant and to promote the purchase of necessary items for the arrival of the soon-to-be-born infant.
2. Obtain an official medical record from the pregnant minor/NMD, containing both verification of pregnancy and the Expected Delivery Date.
 - a. If such official medical record is not available, obtain the pregnant minor/NMD's signature on the [DCFS 6119, DCFS EPP Health Care Provider Request](#) authorizing the health care provider to disclose the youth/NMD's pregnancy and Expected Delivery Date.
3. Submit the [DCFS 6119, DCFS EPP Health Care Provider Request](#) signed by the minor/NMD authorizing the health care provider to disclose the minor/NMD's pregnancy and Expected Delivery Date to the health care provider via mail, email or fax.
4. Complete the [DCFS 5540, Special Payment Authorization/Request](#) with a request to implement three (3) months of EPP payments at \$900 each, for a total of \$2,700. Complete all yellow-highlighted mandatory fields (refer to attached SAMPLE) and attach an official medical record

containing verification of pregnancy and the Expected Delivery Date, or if unavailable, the completed DCFS 6119, DCFS EPP Health Care Provider Request, as well as the verification letter from the health care provider, and the History of Child Placements Report from CWS/CMS. Obtain approval of the DCFS 5540 from SCSW, ARA, and RA.

- Submission of EPP payment requests will only be possible at the minor/NMD's 7th month of pregnancy or beyond via the DCFS 5540. If for some reason the EPP has not been processed and received by the youth during the 7th, 8th, or 9th month of pregnancy they remain eligible to receive the total sum of \$2700 after the baby is born.
5. Scan and email the approved DCFS 5540, the official medical record containing verification of pregnancy and the Expected Delivery Date, and the History of Child Placements Report from CWS/CMS to the DCFS Special Payments Section In-box:
SpecialPaymentRequests@dcfs.lacounty.gov.
 6. If the minor/NMD's situation changes, (i.e., if the minor/NMD is no longer pregnant by the 7th month of pregnancy, no longer a dependent, or if there is a change in the minor/NMD's address), notify the DCFS Special Payments Section in a timely manner by sending an email to the DCFS Special Payments In-box: SpecialPaymentRequests@dcfs.lacounty.gov.
 7. As soon as the infant is born and under the care of the now parenting minor/NMD, initiate an Automated DCFS 280 request to start the official Infant Supplement payment of \$900 per month or \$1379 per month for group home/STRTP placements, and to begin Medi-Cal coverage for the infant.
 8. If the minor/NMD is not in an approved placement, the assigned CSW and SCSW should consult with their Regional Administration Team, assigned County Counsel, and a Health Management Services EPY Facilitator on the appropriateness of providing the EPP and any case considerations.
 - Requests for EPP for a youth/NMD in a non-approved placement go through an Administrative Review Net County Costs (NCC).
 - Complete and gather the documents specified in #4. Consult with the EPY Facilitator and submit the required documents to the EPY Facilitator who will reach out to the program manager of Child Welfare Health Services Section for assistance. The program manager will draft a memo on behalf of the Regional Deputy Director explaining and justifying the EPP request and need for NCC funding. The memo will be sent to the Regional Deputy Director for their review/approval to then submit to the Finance Administrative Deputy III for approval.

SCSW Responsibilities

1. Review the official medical record or verification letter with the Expected Delivery Date for accuracy of the DCFS 5540, based on the minor/NMD's Expected Delivery Date.
2. If accurate, approve the DCFS 5540 and forward it to the ARA and RA for review and approval.
3. If the case is in the process of being transferred to another CSW, or in the absence of the CSW, if the youth's situation changes, (i.e., if the minor/NMD is no longer pregnant by the 7th month of pregnancy, no longer a dependent, or if there is a change in the minor/NMD's address) notify the Special Payment Section by sending a notification email to SpecialPaymentRequests@dcfs.lacounty.gov

Infant Supplement Following the Birth of a Child

CSW Responsibilities

1. After the birth of the baby, if the non-dependent infant is residing with minor/NMD in an eligible placement (link to FYI), describe the availability of the Infant Supplement to the parenting minor/NMD.
2. To request the infant supplement and begin Medi-Cal coverage for the baby, initiate an FCSS Automated 280. A hospital discharge summary or hospital certificate of birth may be needed to initiate the 280.

Continuing a Pregnancy

A minor/NMD's pregnancy is confidential and thus without the minor/NMD's written consent, information entered into CWS/CMS and other documents, such as court reports, is not permitted except as described above under, "[Entering Pregnancy Information as an Observed Condition](#)" and "[Entering Pregnancy Information as a Diagnosed Condition](#)." Guidelines for documentation of each are described above under, "Assisting a Pregnant Minor/NMD."

CSW Responsibilities

1. Confirm that you have followed all of the steps in [Assisting a Pregnant Minor/NMD](#).
2. If the minor/NMD provides written consent and it has not been already completed, arrange for a collaborative planning meeting with a PHN.
3. Engage the minor/NMD in a discussion of their feelings about going through pregnancy, the responsibilities of parenting, planning for education and finances, and other related questions for the youth/NMD to consider in making their decision. See [Discussion Questions for Pregnant Youth](#) for additional guidance. Document this conversation in the Contact Notebook.
4. If not already offered and the minor/NMD agrees, refer the minor/NMD for an EPY Conference .
5. Assess the minor/NMD's need for health, financial, placement/housing, and education resources.
 - Document assessments in CWS/CMS Contact Notebook with the minor/NMD's consent
 - Document assessments on the "Observed Condition" tab of CWS/CMS when the minor/NMD's consent has not been given.
6. If the minor/NMD decides to keep the baby, talk to them about the home visitation programs, doula services, and the [Nurse Family Partnership \(NFP\) Program](#). If they agree to participate and qualify for the program:
 - a. Complete the NFP Referral Form.
 - b. If the expectant parent is a nonminor dependent, they must sign a [DCFS 565](#), Authorization for Disclosure of Medical Information for Participation in the Nurse Family Partnership Program.
 - c. Give the completed form(s) to the PHN to submit. The NFP Program will send an enrollment status letter to the PHN.
7. Consider referring the minor/NMD to the [Adolescent Family Life Program \(AFLP\)](#).
8. Refer the minor/NMD and their caregiver to community resources, as needed or requested.
9. If the minor/NMD resides with a parent or adult relative who is receiving CalWORKS, refer them and the parent/relative to the Department of Public Social Services (DPSS) to determine the minor/NMD's eligibility for the Cal-Learn.
10. Consult with the PHN to obtain the guidelines for appropriate prenatal care from the College of Obstetricians and Gynecologists, and to ensure that the youth/NMD receives appropriate prenatal care.
11. Assist in supporting face-to-face contact between the pregnant minor/NMD and the biological parent if the minor/NMD requests assistance with this.
 - Document the contact or attempted contact in the Contact Notebook.
12. If the other parent is a DCFS-Supervised minor/NMD, offer them an EPY conference and provide them with referrals to community-based programs such as AFLP. If the other parent is a probation youth, provide referrals via the Deputy Probation Officer (DPO).
13. If the minor/NMD is reluctant to disclose their pregnancy to their out-of-home caregiver, discuss with the minor/NMD about the importance of informing the Resource Parent that they are pregnant so that they can help support them. If the minor/NMD declines to disclose their pregnancy to the Resource Parent explore with the minor/NMD why they do not feel comfortable, while reassuring the minor/NMD that their decision to keep this information confidential will be respected.
14. Inform and refer the minor/NMD to EPP and submit the application.
15. Following the child's birth, initiate an Automated DCFS 280 request to start the [Infant Supplement](#) payment and to begin Medi-Cal coverage for the infant, even if the child is non-detained. The minor/NMD is eligible for this funding for their child until their case closes.
16. Following the child's birth document parenting information into CWS/CMS utilizing the instructions in ACIN I-73-16.

Required Documentation

1. Only after obtaining the minor/NMD's written consent document the pregnant minor/NMD referral in the CWS/CMS on the Special Projects page as follows:
 - a. Pregnant Youth – Referred to the NFP Program
 - b. Pregnant Youth – Status of referral to the NFP Program
 - i. Client accepted into NFP
 - ii. Client was not accepted into NFP
 - Did not meet intake criteria
 - Refused
 - No NFP capacity in geographical area
 - c. Pregnant Youth – Not referred to the NFP Program
 - i. Does not meet eligibility criteria

- ii. Referred to Prenatal Care provider (list provider name)
 - iii. Youth declined
 - iv. Referred to other home visiting program (list program name)
2. Include the date when the action was taken or the notification was received on the Special Projects Page.
 3. List the provider's name in the Comment section.

Terminating a Pregnancy

CSW Responsibilities

1. Confirm that you have followed all of the steps in [Assisting a Pregnant Youth](#).
2. If the minor/NMD provides written consent and it has not been already completed, arrange for a collaborative planning meeting with a PHN.
3. Encourage the minor/NMD, if appropriate, to discuss their options with their parent(s)/legal guardian(s), attorney, or other trusted adult.
 - Reassure the minor/NMD that they will receive your support no matter what choice they make.
4. Ensure that the minor/NMD's decision to terminate the pregnancy is based on their knowledge of the available options.
 - Document the conversation to terminate the pregnancy in the Contact Notebook.
5. Refer the minor/NMD to Planned Parenthood or a Los Angeles County Health Clinic to further discuss and arrange for pregnancy termination services.
6. If the minor/NMD or Resource Parent, in consultation with the youth, requests the abortion procedure.
 - Assist them in making adequate arrangements for the abortion procedure and adequate recovery time.
 - If the minor/NMD does not have other supportive people who can transport them to and from the location where the abortion procedure will occur, the CSW is to assist them by either making arrangements for their transportation or transporting the minor/NMD to and from the appointment. The CSW may request transportation per [Management Directive, 14-02, Travel Policy, Travel Advance and Expense Reimbursement](#) after consulting with County Counsel, the Regional Administration Team, or the Health Management Services Division – Child Welfare Health Services Section. This plan should be discussed with the minor/NMD in advance to ensure they are in agreement with the plan.
7. Document information regarding the pregnancy and related medical treatment as well as conversations with the minor/NMD on the "Observed Condition" tab in CWS/CMS. Include the name, address and phone number of the treating physician.
8. Provide post termination supportive services as needed, and ensure the minor/NMD's attendance at follow-up medical appointments.
9. Provide resources to the minor/NMD for family planning counseling and/ or sexually transmitted infection (STIs).

Relinquishing an Infant for Adoption

CSW Responsibilities

1. Confirm that all of the steps in [Assisting a Pregnant Minor/NMD](#) have been followed.
2. If the minor/NMD provides written consent and it has not been already completed, arrange for a collaborative planning meeting with a PHN.
3. Inform the minor/NMD that adoption is a legal process, during which they give up all rights and responsibilities as a parent, and that once adoption procedures are completed, the decision is permanent and cannot be reversed.
4. Explain to the minor/NMD that they must discuss with their attorney the legal implications of adoption. Provide the minor/NMD with their attorney's name and the CLC main number (323) 980-1700.
5. If the minor/NMD expresses interest regarding adoption, with the minor/NMD's consent, request assistance from an Adoptions CSW by calling (888) 811-1121 or emailing Relinquishment@dcfs.lacounty.gov. The Adoptions CSW will engage the minor/NMD in a discussion of their feelings about going through pregnancy, the emotional impacts of adoption, adoption procedures, and other related questions for the minor/NMD to consider in making their decision. See [Discussion Questions for Pregnant Youth](#) for additional guidance. Document this conversation in the Contact Notebook.

6. Inform the minor/NMD that there are two methods for legal adoption in California.
7. Assist the minor/NMD in contacting the other parent and obtaining their consent for the adoption.
 - If the baby's other parent is known, the other parent is required to give consent to the adoption.
8. Create a Client Notebook for the infant.
 - If available, include the name, address, and phone number of the other biological parent in the infant's Client Notebook.
9. Provide the minor/NMD with the DCFS Adoption Information and Applicant Intake toll-free number (888) 811-1121.
 - Only the infant's parents may decide to [relinquish the infant](#) and to call the Adoption Information and Applicant Intake section.
10. Consult with PHN to obtain the guidelines for appropriate prenatal care from the College of Obstetricians and Gynecologists, and to ensure that the minor/NMD receives appropriate prenatal care.
11. Inform the minor/NMD of doula services and home-visitation programs such as the Nurse Family Partnership (NFP) Program. If they agree to participate and qualify for the Nurse Family Partnership or other LA County Home-visiting program.
 - a. Complete the LA County Home-Visiting Program Referral Form.
 - b. If the expectant parent is a nonminor dependent (NMD), they must sign a [DCFS 565](#) Authorization for Disclosure of Medical Information for Participation in the Nurse Family Partnership Program.
 - c. Give the completed form(s) to the PHN to submit. The NFP Program will send an enrollment status letter and quarterly updates to the PHN.
12. Refer the minor/NMD and their caregiver to community resources, as needed or requested.
13. For dual supervised minors (DCFS and Probation) or for previous probation minors, refer to the [Placement Permanency and Quality Assurance \(PPQA\) unit](#) via the minor's Deputy Probation Officer (DPO).

[Back to Procedure](#)

APPROVALS

SCSW Approval

- Review and approve DCFS 5540

ARA Approval

- Review and approve DCFS 5540

RA Approval

- Review and approve DCFS 5540

[Back to Approvals](#)

HELPFUL LINKS

Attachments

[California Expands Access and Protections for Reproductive Health Care](#)

[Discussion Questions for Pregnant Minors/NMDs](#)

[Expectant Parent and Parenting Support Hub](#)

[Expectant Parent Payment Memo](#)

[Expectant Parent Payment Toolkit](#)

[FFPSA Evidence Based Practices Desk Guide](#)

[Foster Youth Rights Handbook](#)

[Guide for Case Managers: Assisting Foster Youth with Healthy Sexual Development and Pregnancy Prevention](#)

[If You Are in Foster Care, You Have Rights! \(Middle Adolescents\)](#)

[If You Are in Foster Care, You Have Rights! \(TA/Young Adult\)](#)

[If You Are in Foster Care, You Have Rights! \(Teen/Early Adolescents\)](#)

[Know Your Rights for Sexual Health Services and Sexual Health Services Available at the Medical Hub Clinics](#)

[Overview of Adolescent Health Information Forms](#)

[Referral to LA County Home Visiting Program](#)

[Reproductive Health and Parenting Resources for Teens in LA County](#)

[Resources for Parenting Foster Youth](#)

[SB 89 Quick Reference Guide – A DCFS Caseworker Toolkit](#)

[Youth Brochure: Know Your Sexual and Reproductive Health Rights](#)

Forms

LA Kids

[ABCDM228](#), Applicant's Authorization of Release of Information

[ABCDM228, \(Sp\)](#), Applicant's Authorization of Release of Information

[DCFS 174](#), Family Centered Referral and Services Form

[DCFS 179-PHI](#), Authorization for Disclosure of Child's **Protected Health Information (PHI)**

[DCFS 179-PHI \(Sp\)](#), Authorization for Disclosure of Child's Protected Health Information (PHI)

[DCFS 229](#), Permission from Youth to Share Reproductive Health-Related Information

[DCFS 565](#), Authorization for Disclosure of Medical Information for Participation in the Nurse Family Partnership Program

[DCFS 5540](#), Special Payment Authorization/Request

[FCSS Automated 280](#)

[Parenting Youth or Nonminor Dependent \(NMD\) Consent to Document and Share Her/His Non-Dependent Child's Health Information](#)

[Back to Helpful Links](#)

REFERENCED POLICY GUIDES

[0050-501.10](#), Child Abuse and **Neglect** Reporting Act (CANRA)

[0050-502.10](#), Child Protection Hotline (CPH)

[0070-520.10](#), Safely Surrendered Babies (SSB)

[0070-548.01](#), Child and Family Teams

[0070-560.05](#), Joint Response Referral: Consulting with PHN

[0080-502.10](#), Case Plans

[0100-510.40](#), Services for Minor and Nonminor Dependent (NMD) Parents

[0200-508.10](#), Relinquishment Procedures and the Statement of Understanding

[FYI 16-19](#), CWS/CMS 7.4 Code Drop Summary

[FYI 20-17](#), Foster Care Search System Automated 280 (FCSS Auto 280 – Infant Supplement Update

[FYI 22-03](#), Expectant Parent Payment (EPP)

[FYI 22-19](#), Youth Reproductive and Sexual Health Rights

[Back to Referenced Policy Guides](#)

STATUTES AND OTHER MANDATES

[All County Information Notice \(ACIN\) No. I-73-16 \(October 19, 2016\)](#) - Provides guidance regarding how to document minor and NMD parents in CWS/CMS.

[All County Letter \(ACL\) 14-38](#) (June 16, 2014) – Summarizes the requirements as outlined in [Senate Bill \(SB\) 528](#) regarding the rights of foster children, ages 12 and older, and NMDs in out-of-home care. SB 25 permits a social worker to provide dependent children and NMDs with age-appropriate, medically accurate information about sexual development, reproductive health, and prevention of unplanned pregnancies and sexually transmitted infections on an ongoing basis.

[ACL 16-31 \(April 22, 2016\)](#) - States that caregivers to use the reasonable and prudent standard, and defines the **reasonable and prudent parent standard** under federal law.

[ACL 18-61 \(June 20, 2018\)](#) - Authorizes social workers to inform a youth or NMD in foster care, beginning at age ten (10), of his/her rights regarding sexual and reproductive health care.

[ACL 21-123 \(October 8, 2021\)](#) - New expectant parent payment

[Civil Code \(CIV\) Section 56.103](#) – Allows CSWs to receive Protected Health Information (PHI) related to service coordination, delivery, and treatment for foster youth.

[Family Code \(FAM\) Section 6925](#) – A minor may consent to medical care related to prevention or treatment of pregnancy, except sterilization. A minor may receive birth control without parental consent.

[FAM Section 6926](#) – A minor who is 12 years of age or older may consent to medical care related to the diagnosis, treatment, or prevention of a sexually transmitted disease.

[FAM Section 6928](#) - A minor who is alleged to have been sexually assaulted may consent to medical care related to the diagnosis and treatment of the condition, and the collection of medical evidence with regard to the alleged sexual assault.

[Welfare and Institutions Code \(WIC\) 369](#) – If a dependent child is 12 years of age or older, his or her social worker is authorized to inform the child of his or her right as a minor to consent to and receive those health services, as necessary. Social workers are authorized to provide dependent children access to age-appropriate, medically accurate information about sexual development, reproductive health, and prevention of unplanned pregnancies and sexually transmitted infections.

[WIC 16001.9](#) - States minor's and NMD's rights.

[WIC 16002.5](#) - States in part that complete and accurate data on parenting minor and NMD parents is collected.

[WIC 16521.5](#) - States in part that adolescents, including NMDs, are to receive age-appropriate pregnancy prevention information to the extent state and county resources are provided.

[Back to Statutes and Other Mandates](#)

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Additional Assessments

These **free additional assessments** are available to help practitioners and caregivers attend to life skills relevant to youth with particular characteristics or circumstances. These assessments were developed by content experts and vetted by young people and professionals. Each assessment takes approximately 20 - 30 minutes to complete.

Like the Casey Life Skills Assessment (CLSA), they are scored on a scale of 1 – 5 and practitioners can see a youth's average scores on the assessment results. Co-administration of these assessments with the primary CLSA may provide a more thorough picture of a young person's overall life skills readiness and preparation.

To have youth take one of these additional assessments, have youth select the assessment from the assessment type drop down box on the Login page.

Pregnant and Parenting Assessments

Healthy Pregnancy

Addresses a range of prenatal and post-partum care issues that pregnant youth need to know. This 31 item assessment addresses skill areas important to having a healthy pregnancy, birth and recovery: medical, daily habits and care, safety and well-being, newborn care, self-care following birth, and expectant fathers.

Parenting of Infants

This 77 item instrument is designed to help parents of infants—birth to one year—learn skills and gain knowledge. It covers health, nutrition, child care, safety and well-being, child growth and development, and nurturing behaviors. The assessment helps young people gain knowledge and heighten self-awareness about proper parenting—skill areas needed to insure healthy babies.

Parenting Young Children

A 61 item assessment that covers skill areas to promote positive parenting of young children—ages two to six years—including health, nutrition, child care, safety and well-being, child growth and development, and nurturing behaviors. Very young parents may lack knowledge about toddlers in regards to their health, nutrition, and safety. This assessment promotes conversation between parents and teachers in order to improve overall parenting skills.

Education Assessments

The Education Assessments cover factors related to school performance and attitudes, school climate and safety, home support for education, high school completion, and enrollment in and completion of a postsecondary education and training experience. Aspects of the education experience include expectations and support from teachers and caregivers, school support for a youth's cultural identity, attendance and behavior, achievement in basic skills, study skills, school engagement and motivation, planning for postsecondary education and training, and determining support services.

Type of Assessment	Grades	Number of Items	Areas Assessed
Level 1 Elementary School	4 – 5	76	Specifics about a youth's school or program, motivation, academic success, technology and study skills, time management, supportive connections, financial aid and debt, health, foster care issues, and feelings of safety in school, and, if applicable, disabilities and other education challenges
Level 2 Middle School	6 – 8	102	Similar to Level I
Level 3 High School	9 – 12	106	Similar to Levels 1 & 2 plus assessing a youth's plans for after high school
Level Postsecondary	Two and four-year college, vocational and technical training	105	Similar to Level III plus advanced study skills, a sound knowledge of technology, and stable, supportive relationships
Educational Supports	All ages	32	IEP or 504 Plan support and assistance for young people with disabilities

These assessments serve as a "snapshot" of a student's strengths, needs, and areas of concern for educational planning. They are applicable for youth of all genders, races, ethnicities, and sexual orientations. These assessments do not measure academic skills and knowledge, but they do contain probes in math, reading, written language, technology, and transition planning. All levels have been reviewed by K-12 and postsecondary experts to assure that the probes relate to factors directly related to school success. The Educational Supports Assessment helps to inform conversations, counseling and formation of IEP's and 504 plans.

Gay, Lesbian, Bisexual, Transgender, and Questioning Youth Assessment (GLBTQ)

The number of young people in foster care who are GLBTQ is not known, however research estimates this population to be between 4 percent and 10 percent. Addressing the particular needs of LGBT youth is a relevant concern for child welfare agencies because youth are "coming out" at younger ages than ever before, and this presents a unique set of challenges for both families and child welfare systems. This assessment has 81 items and covers GLBTQ terminology, self-concept, community resources and supports, health, environment and safety, and family and community values.

The GLBTQ Assessment is to be used only with youth who have self-identified as GLBTQ and/or expressed an interest in this area. If you believe you have a youth who may be GLBTQ, it helps to create a positive environment to let them know you are a caring provider and receptive to helping them. For guidance on how to treat your GLBTQ clients with dignity and respect [click here to access Caseworkers with GLBTQ Clients PDF](#).

American Indian Assessment

The American Indian Assessment is designed to address the unique cultural needs of American Indians in maintaining their cultural identity while navigating between two worlds. The 27 items covered include religious and spiritual beliefs, resources and trust, tribal affiliations, family and community values, and living in two worlds. It was built in collaboration with tribal elders, community leaders, parent and youth from tribes across the United States.

This assessment may help American Indian youth as they struggle to retain their tribal values when living in large, urban settings and difficulty they may experience when they return to their tribal community. In addition, identity and spiritual development for American Indian youth may have a different pattern than that of non-native youth. This self-report can promote conversation between the youth and responsible caregivers or other adults.

Homeless Youth Assessment

This 48 item assessment addresses issues of care for youth living on the streets. It taps domains crucial to insuring they understand the resources available to them, ways to be safe, how to avoid victimization, and how to secure safe and sustainable housing. It covers knowledge and behavior in the skill areas of daily life, family and friends, health, housing, jobs, legal, safety and survival, and school. Heightened self-awareness for homeless young people may result in successfully and permanently leaving homelessness and achieving greater long-term success.

Younger Youth

Youth Assessment Level I (elementary ages)

This 33-item assessment is appropriate for younger youth ages 8-9 or any young person with reading and/or developmental challenges. Youth can self-report on communication, daily living, home life, self-care, and work and study skills.

Youth Assessment Level II (middle school ages)

With 49 items, this assessment is for youth ages 10-13. Like Youth Level I, it may be useful for young people with reading and/or developmental challenges. It assesses areas in communication, daily living, self-care, social relationships, and work and study skills.

SHARED CORE PRACTICE MODEL HANDBOOK

CORE PRACTICE MODEL

HANDBOOK



WHAT IS THE CORE PRACTICE MODEL?

The Core Practice Model is a deeper way to work with families to improve safety and outcomes for children. It helps children and families build supportive teams that enable them to identify their strengths and underlying needs in a trusting, positive environment. These insights become the foundation of more effective action plans for change that are tailored specifically to each child and family and rooted in strong community support.



For more information, visit
www.GetToTheCore.org

DEAR COLLEAGUE,

We are pleased to share this Core Practice Model Handbook to assist you in your work on behalf of children and families in Los Angeles County.

The Handbook is a brief reference tool for social workers, therapists, and other professionals as we continue expanding Core Practice Model (CPM) implementation countywide. While not a comprehensive manual to the CPM, the Handbook is intended to be a useful guide with reminders, insights and tips to help you make a positive difference for the children, families and communities we serve.

The Core Practice Model represents a powerful evolution of our child welfare practice to meet children's underlying needs, strengthen families and engage communities. We thank you for your ongoing commitment and dedication to improving our work together.

Sincerely,

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

Robin Kay
Acting Director, Department of Mental Health

HOW TO USE THIS HANDBOOK:

This handbook is intended to be a useful resource as you carry out the Core Practice Model in Los Angeles County. It is designed to be a convenient and portable resource, fitting easily into a purse or jacket pocket.



Add your own tips.

Use this book as a starter and then mark it up. A well-used book is much better than the original.



Share your thoughts.

Talk to others about what works for you, both in the book and in the world. Build your own community of practice where you can bounce ideas off one another.

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CORE PRACTICE MODEL OVERVIEW

An evolution of our current practice, the Core Practice Model **Prioritizes Child Safety** while emphasizing strengths over deficits, underlying needs over behaviors, and empowerment over helplessness.

For social workers and other staff, the Core Practice Model helps **Build Trust** with children and families and enables stronger teamwork. For children and families, it creates the **Opportunity to be Heard and Empowered** that is grounded in strong community support.

If implemented with fidelity, this approach is designed to improve child safety and permanency and provide **Hope for Healing and Recovery**.



CORE PRACTICE MODEL

BUILDING BLOCKS

1

ENGAGEMENT

- Listen With Openness
- Respect, Trust & Empathy
- Honor Voice & Choice

2

TEAMING

- Formal & Informal Supports Working Together
- Shared Ownership of the Plan for Change
- Child & Family at the Core

3

ASSESSING & UNDERSTANDING

- Shared Identification of Underlying Needs and Strengths
- Trauma-Responsive and Culturally Sensitive
- Family Empowerment and Self-Advocacy

SAFETY

IN ALL THE WORK WE DO, THE SAFETY OF THE CHILD AND FAMILY MUST REMAIN AT THE FOREFRONT.

Here are some ways that we focus on keeping children safe in all elements of the Core Practice Model:

Transparency and full disclosure. We communicate clearly about worries among the family and the Department. Building our partnership from shared goals helps keep children safe.

Teaming with people who know the child, youth, and family. Building rapport with team members as well as the family means more people are looking out for the children – including those who know the safety worries in the family. Building a ‘village’ and safety net pays off, even when we are not around, and enables us to develop a deeper understanding of the family.

Working the team agenda. The team agenda addresses child safety in multiple areas:

- **Non-negotiables** make clear that child safety is the bottom line, and help the team understand what must happen to keep children safe.

Non-negotiables should be minimal to allow the family team to generate ideas within the brainstorming part of teaming and planning work. CSWs and other staff should know the non-negotiables for each case, through consultation with the SCSW and input from any transferring staff (ER, DI, prior worker, etc).

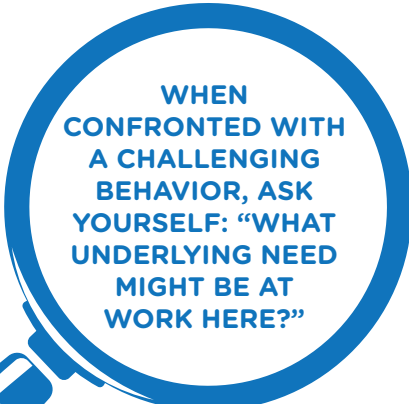
Adherence to court orders should be a given.

The team, worker or parent may decide to return to court to get court orders changed, but for now the team members must all uphold what the court has ordered for the family. Of particular importance:

- Custody and contact/visitation orders
- Orders related to Substance Abuse and Intimate Partner Violence

UNDERLYING NEEDS

Identifying and addressing the underlying needs of children and families is fundamental to our practice. Underlying needs are what **drive the behaviors** that often worry or challenge us. In many cases, challenging behaviors are the **symptoms of unmet needs**. In order to be effective, case plans must be individualized and directly address the needs of a child and family – not just the behaviors.



**WHEN
CONFRONTED WITH
A CHALLENGING
BEHAVIOR, ASK
YOURSELF: “WHAT
UNDERLYING NEED
MIGHT BE AT
WORK HERE?”**

Needs often revolve around **SAFETY** (children need to feel emotionally and physically safe), **WELL-BEING** (children may need to talk about their fears or losses), and **PERMANENCY** (children need to know where they will grow up and need to have a family and community they can call home.)

STRENGTHS

Think back to a time when you were challenged to do something you believed was beyond you, **but over time you managed to accomplish that very thing.** Chances are you were motivated by the encouragement you received from others who inspired you to **“put your best foot forward”** and remember what makes you competent and capable. The strengths work in the Core Practice Model mirrors this natural and continuous process.

A focus on strengths is a fundamental part of the Core Practice Model. For children and families, understanding their strengths and capabilities can be an empowering discovery, connecting them with resources they can draw upon to bring about change in their lives.

One of the best ways to engage and motivate children and families is to remind them of strengths demonstrated in other situations that can be brought into the present circumstance. We are looking for more than superficial strengths; we are looking for **functional strengths** that can be used in service of the goal of child safety.

QUESTIONS TO HELP THE CONVERSATION

QUESTIONS FOR CHILDREN:

**Tell me about
your best day
ever.**

**What happened
that day that was
different or better
than usual?**

**Who was there?
What was everyone
doing?** *(Can help
identify additional
supports)*

**Tell me what
you were doing.**
*(Gets to personal
strengths and
interests)*

QUESTIONS FOR OLDER YOUTH:

Tell me about what you're best at. How often do you get to do that? Are there ways that I can support you in getting more (training, opportunities, freedom) to keep doing what you love?

Tell me how we can best work together.

You have a lot of responsibility. What would you most like someone to 'take off your shoulders'?

What are some decisions you get to make on your own right now? What decisions, if any, do you think you should be more or less involved in?
(Establishes a discussion about family voice and choice, and opens door to working together on important decisions.)

QUESTIONS FOR PARENTS AND CAREGIVERS:

**What do you think
your child needs?**

**Take me back to
when things were
going well.**

**Tell me what
your child is
looking forward
to right now.**

**What safety
worries does the
team have?**

TIPS FOR WHEN YOU GET STUCK

WHEN A FAMILY IS SO ANGRY THAT THEY DO NOT WANT TO PLAN OR TEAM WITH YOU:



First, listen. Hear their perspective, reflect back to show you are paying attention, and use your best listening skills to help the person or family feel heard. (*Engagement.*)



Talk quietly and at a pace that is calming (not condescending, but calming). Find points of agreement, ask for ideas, and above all, have your body language show that you are listening openly. (*Engagement.*)



Then, listen again. Repeat what you heard as the major points and make sure you heard correctly. Empathize with the emotions that are expressed and find ways to reinforce that you can see strengths in the youth or family. “I know this must be really frustrating for you and your family. You obviously care a lot about what is happening.” (*Engagement and Assessing & Understanding.*)

TIPS FOR WHEN YOU GET STUCK:

WHEN A FAMILY OR YOUTH TELLS YOU THEY HAVE NO ONE TO INVITE ONTO THEIR TEAM, OR THEY ARE TOO EMBARRASSED TO ASK:



Empathize with how it must feel to wonder if you have any support or anyone you can trust – especially in a moment of crisis. Leave

room and space for their ideas and thoughts as you speak together. (*Engagement.*)



Invite reflection: When was a time when you *did* have support or people who would come

out for you? What was that like? Who was there? (*Engagement and teaming.*)



Offer to help parents and/or youth reach out to someone where the bridges were burned.

Emphasize that you will not share case details, but that you will share the family goal and seek some way to get people together for support. (*Teaming.*)

WHEN YOU ARE COMPLETELY OVERWHELMED WITH THE TRAUMA AND CIRCUMSTANCES OF THE FAMILY:



Take a deep breath. Oxygen helps.



Listen not only for loss, but for resilience.

Many families tell us of loss and trauma from the past. In telling us these stories, they are also sharing what they have survived.



Remember that although you and the youth cannot rewrite the past, you can help them write the future.

With the support of a team that has resources and commitment, this may be a turning point for a child, youth or family.

HOW AM I DOING?

WAYS TO SELF-ASSESS MY WORK WITH THIS FAMILY:



Engaging

- ✓ Did I listen with openness?
- ✓ Did I nurture honest dialogue?
- ✓ Did I look beneath the child's behavior to identify underlying needs?
- ✓ Did I help find and build connections to support the child or youth?
- ✓ Did I explore relationships that may impact the child's/youth's safety and well-being?
- ✓ Did I ensure connection and support?



Teaming

- ✓ Did I help the family identify and build natural supports?
- ✓ Did I honor the family's unique culture, community and experience in helping them design their team?



Planning & Intervention

- ✓ Did I tailor supports to underlying needs?
- ✓ Did I help facilitate appropriate supports and services to reach a team solution?
- ✓ Did I have a chance to customize the visitation for this family, when applicable?
- ✓ Did I create an optimal team environment?
- ✓ Did I promote recovery and well-being?
- ✓ Did I help create shared agreement on culturally sensitive services to address safety, well-being and family needs?



Tracking & Adapting

- ✓ What is working now that we should continue or expand?
- ✓ What is not working? Who should I engage in thinking about changing course?
- ✓ How can I empower the team to think about tracking and adapting to make the best and safest plan with this family?

NOTES

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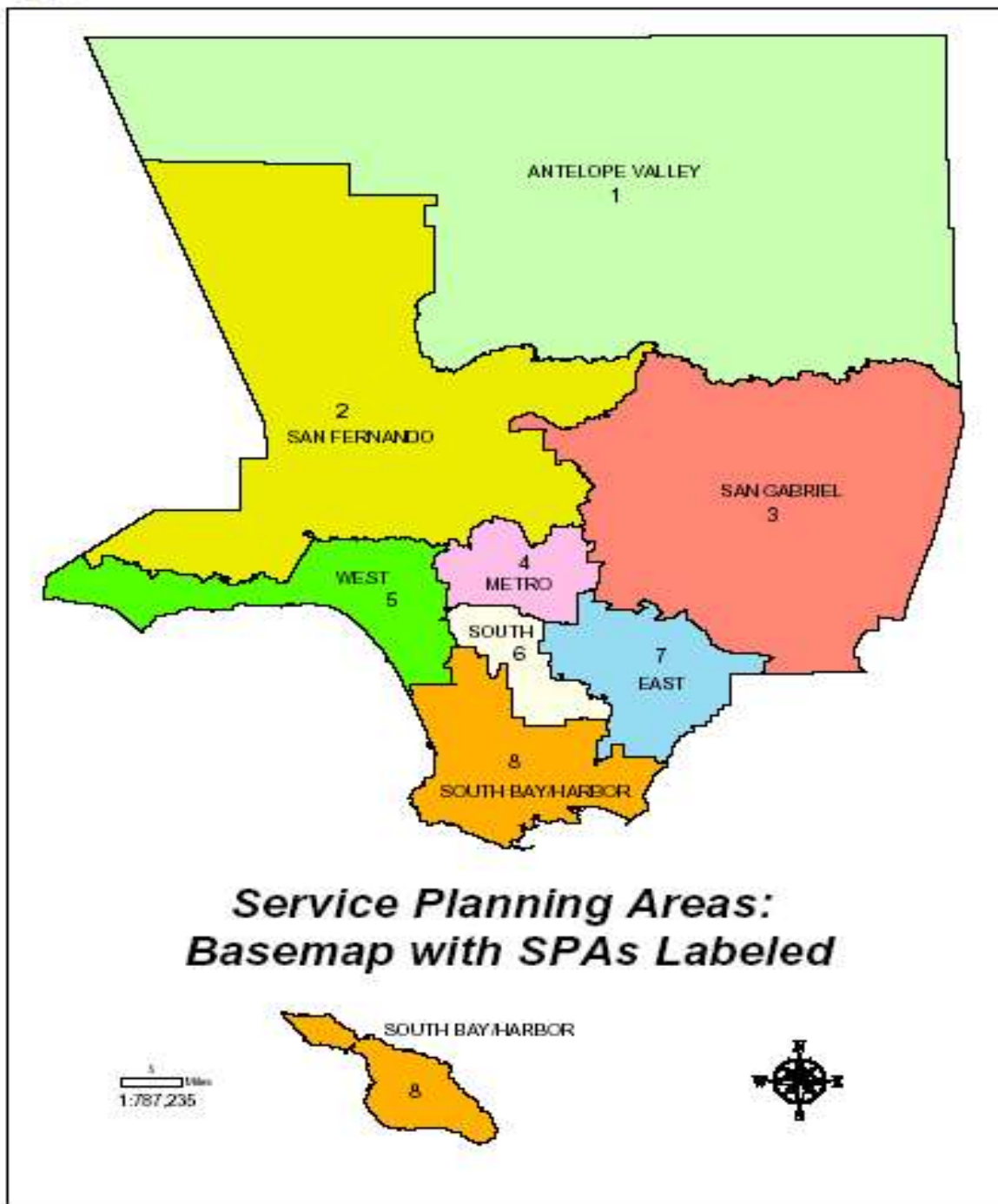


GetToTheCore.org

SPA/MAP



Los Angeles County
Department of Children and Family Services



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

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

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

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

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

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

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

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

Examples of How a Non-Minor Dependent Meets Requirement for Completing High School or Secondary Education

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

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

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

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

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

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

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

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

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

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

Examples of How a Non-Minor Dependent Meets the Postsecondary Education/ Training Requirements:

Eligible Institutions:

Eligible Institutions include, but are not limited to:

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

Unavailable Coursework

If a non-minor dependent is unable to enroll in any coursework due to required classes being full, participation condition # 3 should be used for supporting the non-minor dependent until the non-minor dependent can enroll in the next available semester. Additionally, if a non-minor dependent is only able to enroll in one course and does not meet the part-time requirement, the non-minor dependent is eligible

under participation condition #3 and this should be documented on the Transitional Independent Living Case Plan if it is not already listed as a back-up plan.

Impact of Dropping Courses

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

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

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

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

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

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

This participation condition should always be used as a back-up plan for the non-minor dependent's TILP in case the non-minor dependent intentionally or unintentionally experiences a break in participation in an educational or employment activity part way through the six month eligibility certification period. For example, the non-minor dependent quits his/her job but does not have other employment lined up.

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

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

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

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

- job skill classes/training;
- distance learning;
- on-line tutorials;
- job shadowing;
- mentoring;
- volunteering;
- internship and apprenticeship;
- resume/interview skills classes/training;
- career exploration classes/training/programs;
- dress/hygiene/health care management classes/training/;
- counseling/therapy;
- social skills classes/training/programs;
- anger management classes/training/programs;

- substance abuse treatment;
- mental health treatment,
- domestic violence/date violence programs,
- teen parent classes or programs,
- navigating public transportation,
- registering and participating with the OneStop,
- budget and money management classes/training/programs,
- driver's education,
- enrolled in ILP or participating in ILP,
- Workforce Investment Act case management,
- Enrollment in at least one course at college or a vocational program for credit or non- credit,

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

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

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

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

Verification of employment for at least 80 hours per month may include, but not be limited to, providing a copy the non-minor dependent's work schedule, pay

stubs, a statement of hiring from the employer, or a statement of acceptance from the apprenticeship or internship program.

Examples of Resources and Work Programs

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

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

In order to satisfy the eligibility criteria set forth in W&IC Section 11403 (b)(5), two determinations must be made. First, a non-minor dependent must have a “medical condition.” Second, the medical condition must render the minor incapable of doing any of the activities described in subparagraphs (1) to (4). A “medical condition” is a physical or mental state that limits a non-minor dependent’s ability to participate in any of the activities described in subparagraphs (1) through (4), as verified by a healthcare practitioner. A healthcare practitioner is defined as any individual provider who is licensed or otherwise authorized by the state, county or city in which the provider is located to provide services related to physical or mental health. If a non-minor dependent does not undertake remedial measures to treat a verified medical condition, he or she will still be deemed to have a qualifying medical condition under this subparagraph.

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

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

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

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

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

(Attach to the program contract)

RESTATEMENT OF TRANSITIONAL HOUSING MISCONDUCT ACT

(Civil Code section 1954.10 et seq.)

YOU HAVE RIGHTS AND RESPONSIBILITIES UNDER THE LAW

When you sign your housing contract, you agree to follow the program's rules. If you break those rules, the program operator can ask a court to order you to obey the rules or to move out of the program housing in some cases.

The program operator can get these orders if you abuse certain other people or engage in program misconduct. Abuse is attacking, striking, battering, or sexually assaulting another participant, a program employee, or an immediate neighbor of the program site, or threatening or attempting to do so. Program misconduct is intentional behavior that substantially interferes with the running of the program and involves drunkenness, unlawful use or sale of drugs, theft, arson, destruction of property, violence or threats of violence, or harassment.

The program operator must follow the procedures outlined below to get a court order.

TEMPORARY RESTRAINING ORDERS

A program operator can get orders that go into effect immediately without a court hearing. These temporary orders can forbid you from breaking the program rules or doing certain things.

The program operator must tell you or your attorney (if you have one) before asking the court for these orders, unless he or she has a good reason for not notifying you. The program operator cannot get a temporary order to make you move from housing unless he or she convinces the judge that you will cause serious bodily injury to another participant, a program employee, or an immediate neighbor of the program site before a full hearing can be held.

If you have lived in program housing for at least six months since signing your contract, the program operator cannot get a temporary restraining order against you unless another order is already in effect or an action is pending against you. He or she can still get a "permanent" order for up to one year.

"PERMANENT" ORDERS (Orders After a Hearing)

The program operator can get orders lasting up to one year that forbid you from breaking the program rules or engaging in abuse. These orders are sometimes called "permanent" orders because they last longer than the temporary orders.

Before the program operator can get a permanent order, there must be a full hearing before a judge. At this hearing, both you and the program operator can be represented by attorneys and present evidence and testimony. If you do not attend the hearing, the court may make orders against you that last up to one year.

At least two days before the hearing, someone must give you a copy of the request for the orders, a notice of the hearing (called an "Order to Show Cause"), the instructions and legal forms you need to fight the orders, and any materials the program operator will use at the hearing to get the orders.

If the program operator proves you engaged in abuse or program misconduct, the court can order you to stop the behavior. If the program operator proves abuse by clear and convincing evidence and shows that you might do it again, the court can order you to move out of or stay away from program housing, or both.

YOU CAN FIGHT THE ORDERS

Read the papers you receive very carefully, especially the description of what the program operator said happened. If you disagree with the facts or you think it would be unfair for the court to grant orders against you, **GO TO THE HEARING** and tell the judge your side of the story. You can also fight the program operator's request for orders by filing a response telling your side of the story. You do not have to pay to file a response. Forms and instructions for filing a response are available from the county clerk's office. You also should receive these forms with the notice of the hearing.

The name, address, and phone number of the legal services office in your county must be on the notice of hearing. You may be able to get free legal advice from that office.

If you need more time to find an attorney or to prepare a response, you must ask the judge for a continuance (extension) on or before the hearing date shown on the notice of the hearing.

DISOBEYING THE ORDERS MAY MEAN YOU HAVE TO MOVE OUT

If you are found in contempt of court for disobeying the court's orders, the court can change the orders to force you to move out of the program housing.

I have read this restatement of the law. I understand it becomes part of my housing contract.



SIGNATURE OF PARTICIPANT

DATE



SIGNATURE OF PROGRAM OPERATOR

DATE

INSTRUCTIONS FOR PARTICIPANTS

LAWSUITS TO PROHIBIT ABUSE OR PROGRAM MISCONDUCT

(Transitional Housing Misconduct Act)

(Civil Code section 1954.10 et seq.)

Read the "General Instructions" first. Then read the *special instructions* for participants on page three.

GENERAL INSTRUCTIONS

WHO CAN GET ORDERS PROHIBITING ABUSE OR MISCONDUCT?

Program operators can get orders. **Program operators** are individuals or organizations that run a transitional housing program. The Transitional Housing Misconduct Act applies only if the housing program

- (1) is run by a government agency, a private nonprofit corporation that receives program funds from a government agency, or an operator hired by one of the above to run the program;
- (2) helps homeless persons obtain the skills necessary for independent living in permanent housing;
- (3) includes regular individualized case management services;
- (4) provides a structured living environment and requires compliance with program rules; **and**
- (5) restricts the occupancy period to not less than 30 days but not more than 24 months.

Only the program operator can ask the court for orders against a participant. A program participant cannot ask the court for orders against a fellow participant, nor can program employees or neighbors of the program site ask for orders. The program operator can, however, petition on their behalf.

TO WHOM DO THESE ORDERS APPLY?

These orders apply to participants in transitional housing programs. A **participant** is someone who lives in housing run by a program operator and who has a contract with the operator. The participant must have been homeless before entering the program.

Someone is a homeless person if, before coming to the housing program, he or she lacked a regular and adequate nighttime residence or the most recent nighttime residence was

- (1) a supervised shelter designed to provide temporary housing; or
- (2) an institution that provides temporary housing for individuals intended to be institutionalized; or
- (3) a place not designed or ordinarily used as sleeping accommodations for humans.

Someone is a **participant** in a housing program if he or she signed a contract with the program as a condition to getting housing. The program operator can get orders only against a participant who has signed a contract that includes

- (1) the housing program's rules;
- (2) a statement of the program operator's right of control and access over the unit occupied by the participant; **and**
- (3) a restatement of the procedures and rights created by the Transitional Housing Misconduct Act.

The program operator can ask for orders against the participant and anyone living with the participant at the program site. The operator must prove program misconduct or abuse, however, for each individual against whom orders are granted. Restraining orders issued under this act apply only to the persons named in the order. That means that if the court orders only one member of a family to move out of program housing, the rest of the family members may remain in the program (unless they are all minors).

WHEN CAN THE COURT MAKE ORDERS PROHIBITING ABUSE OR MISCONDUCT?

Program operators can ask the court for orders if the participant has engaged in program misconduct or abuse. The participant's conduct is program misconduct if

- (1) the participant intentionally broke the program rules;
 - (2) the participant's conduct substantially interferes with the program operator's ability to run the housing program;
- and**

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When Can The Courts Make Orders Prohibiting Abuse or Misconduct? *continued*

- (3) the conduct relates to
 - (a) drunkenness, sale or use of drugs, theft, arson, or destruction of another person's property; or
 - (b) violence or threats of violence directed at, and harassment of, immediate neighbors of the program site, program employees, or other participants.

The participant's conduct is abuse if

- (1) the participant did or attempted to attack, strike, batter, or sexually assault other participants, program employees, or immediate neighbors of the program site; or
- (2) the participant threatened to attack, strike, batter, or sexually assault the above individuals.

WHAT KINDS OF ORDERS ARE AVAILABLE TO PREVENT ABUSE OR MISCONDUCT?

There are two kinds of orders a program operator can request--a Temporary Restraining Order ("TRO") or a "permanent" order (Order After Hearing), or both. These both are court orders forbidding someone from engaging in the activity described in the order.

- (1) A Temporary Restraining Order ("TRO") is issued by a judge after a request for a permanent order has been filed, but before there has been a full hearing.
- (2) Permanent orders can be issued only after a full hearing before a judge, where both the participant and the program operator can be represented by attorneys and have the opportunity to present evidence.

TEMPORARY RESTRAINING ORDERS ("TRO") BEFORE THE HEARING

A TRO orders the participant to stop the abuse or misconduct and goes into effect immediately. The order lasts a maximum of five days. The court may not be able to grant a hearing within five days, in which case the order will last until the hearing. To get a TRO the program operator must prove that the participant has engaged in program misconduct or abuse and that great or irreparable harm will result before the hearing if the TRO is not granted.

In limited circumstances, the judge can use a TRO to order the participant to move out. The judge will do this only if it is necessary to protect another participant, a program employee, or an individual who lives within 100 feet of the program site from imminent serious bodily injury. To get a TRO excluding the participant from program housing, the program operator must provide clear and convincing evidence that the participant engaged in abuse and that great or irreparable injury will result before the hearing if the participant is not ordered to move out or stay away from the housing program, or both.

If the participant has been living in program housing under contract for six months or longer, the program operator cannot get a TRO unless an action is pending against the participant or a TRO is already in effect and is subject to further orders. The program operator may still use unlawful detainer procedures or file for a permanent order only.

You must give notice to the participant before asking for a TRO. Notice requires you to show the judge that

- (1) before applying for the TRO you told the participant or the participant's attorney when and where the application would be made; or
- (2) you made a good-faith effort to tell the participant or the participant's attorney; or
- (3) you should not have to give notice because great harm would result to a program operator, participant, or immediate neighbor of the program site before the hearing.

ORDER AFTER HEARING ("PERMANENT" ORDERS)

Temporary restraining orders last a maximum of five days or until the hearing. When the judge issues the TRO, he she will set a date for the hearing on the permanent order (also called the Order After Hearing or "injunction"). A "permanent" order issued after a hearing lasts up to one year.

The program operator seeking the order must have the following papers delivered (served) to the participant at least two days before the hearing

- (1) a copy of the Order to Show Cause (Transitional Housing Misconduct);
- (2) a copy of the Temporary Restraining Orders (if any);
- (3) a copy of the Petition for Order Prohibiting Abuse or Program Misconduct;
- (4) a blank Participant's Response (Transitional Housing Misconduct);
- (5) two copies of a blank Attached Declaration (form MC-031);
- (6) a blank Proof of Personal Service (Transitional Housing Misconduct);
- (7) a copy of these instructions; **and**
- (8) copies of all materials (affidavits and supporting memoranda) to be used in the hearing.

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Order After Hearing *continued*

The Order to Show Cause must contain the name and phone number of the Legal Services Office in the county where the petition was filed, and must inform the participant this office may be called for legal advice about responding to the request for court orders.

In limited circumstances the court will make a permanent order for the participant to move out of or keep away from the program site. To get this type of order, the program operator must provide clear and convincing evidence that the participant engaged in abuse and that great or irreparable injury will result if the order is not granted.

WHAT IS NEEDED TO GET THE COURT ORDERS OR TO OBJECT TO THEM?

1. Transitional Housing Misconduct forms, available from the superior court clerk's office or from legal publishers. The court clerk can tell you where to get the forms.
2. A typewriter with which to fill out the forms. The forms should be typed. Some volunteer legal service groups have typewriters you can use, and some libraries offer the use of typewriters for a small fee. If you cannot type, print clearly.
3. Money for a court filing fee, unless the court excuses you from paying. If you cannot afford to pay the court filing fee, ask the clerk for the Information Sheet on Waiver of Court Fees and Costs. If you are a participant objecting to the court orders, you do not have to pay to file your response.
4. Someone 18 years of age or older to deliver (serve) certain papers to the other party. This person must be someone other than yourself, and not an employee of the program.

WHAT FORMS ARE AVAILABLE FOR OBTAINING OR OPPOSING AN ORDER?

1. **Petition for Order Prohibiting Abuse or Program Misconduct ["Petition"]**. This four-page form tells the judge the facts of the program operator's case and what orders the program operator wants the judge to make.
2. **Order to Show Cause and Temporary Restraining Order ["OSC/TRO"]**. The judge signs this order to tell the participant to come to court for the court hearing. It may contain court orders that take effect immediately and stay in effect for up to five days or until the hearing.
3. **Participant's Response ["Response"]**. The participant may file this form to object to the orders the program operator asked the court to make, and to give his or her side of the story.
4. **Order After Hearing ["Order"]**. This is the permanent order or injunction. This form is signed by the court following the hearing. It will expire in one year or less unless the court terminates, modifies, or extends it.
5. **Proof of Personal Service**. This form shows that a participant or program operator has been served with legal papers as required by law.

INSTRUCTIONS FOR THE PARTICIPANT

1. **Legal advice**. If you are served with an Order to Show Cause and Temporary Restraining Order ["OSC/TRO"] and a Petition, you should seek legal advice right away. The OSC/TRO should list the name, address, and phone number of the Legal Services Office in the county where the petition is filed. You may be able to get legal services by contacting this office. If you do not have an attorney, you can also call the attorney's referral service of your local bar association for help.
2. **Read the Instructions**. Whether or not you choose to talk to an attorney, you should read all of these instructions and the other papers you have received.
3. **Obey the Order**. Read the papers served on you very carefully. The Petition tells you what orders the program operator is asking the court to make. The OSC/TRO tells you when to appear in court and may contain a temporary order telling you that you cannot do certain things. **YOU HAVE TO OBEY THE ORDER. IF YOU DO NOT OBEY THE COURT'S ORDERS, CRIMINAL CHARGES MAY BE FILED AGAINST YOU. IF YOU ARE FOUND IN CONTEMPT OF COURT FOR NOT FOLLOWING THE COURT'S ORDERS, THE COURT CAN CHANGE THE ORDERS TO FORCE YOU TO MOVE OUT OF THE PROGRAM'S HOUSING.**
4. **Review the facts**. Read the description of the facts on the Petition very carefully. This is where the program operator tells the judge what he or she thinks happened. If you do not agree with the facts on the petition or you think it would not be fair for the court to grant orders against you, **GO TO THE HEARING**. The place and time of the hearing are on the first page of the form named "Order to Show Cause and Temporary Restraining Order."
5. **Respond to the court**. If you want to fight the petition you should file a Participant's Response. **YOU DO NOT HAVE TO PAY A FEE TO FILE THIS FORM**. A blank copy of the Response should have been given to you with the OSC/TRO.

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Instructions For The Participant *continued*

You can also file and serve statements signed by people who have personal knowledge of the facts. These are called "declarations." You can type these declarations on form MC-031 and attach them to your Response. If you do not know how to prepare a declaration, you should see an attorney.

6. **Serve a copy on program operator.** After you have filed the Participant's Response with the superior court clerk, a copy must be delivered personally or by mail to the program operator or the program operator's attorney. You cannot serve the program operator yourself. Service may be made by a licensed process server, the sheriff's department, or any person 18 years of age or older, other than you. The person should complete and sign a Proof of Personal Service form. (A blank copy should have been given to you with the OSC/TRO.) You should take the completed form back to the court clerk or bring it with you to the hearing.
7. **Extensions.** If you need more time to find an attorney or to prepare your Response, you must ask the judge for a continuance (extension) by the hearing date shown on the OSC/TRO.
8. **Opposing the Petition.** If you wish to fight the lawsuit, you should file a Participant's Response and also go to the hearing. If you have any witnesses, they also must be present. If you do not attend the hearing, the court may make "permanent" orders against you that will last up to one year. If you can't file and serve a Response (or find an attorney who will), **SHOW UP AT THE HEARING ANYWAY.** At the hearing, explain your difficulties to the judge, and ask to be allowed to tell your side of the case.

**NOTE: See sample filled-in
Participant's Response on pages 5–6.**

(Continued on next page)

Make sure you copy boxes 2, 3, and 4 exactly as they are on the OSC/TRO forms you got from the housing program.

If you do not have an attorney, fill in your name, mailing address, and telephone number. If you have an attorney, the attorney will help you fill out this form. If you need help, call legal aid at the number on the form.

In Pro. Per. means you do not have an attorney.

You can find this number on the front page of the OSC/TRO forms that were given to you along with this form. Find the box that says "Case Number" and copy that number exactly into this box.

Address of the court where you are filing your response. If you are not sure of the correct address, call the county clerk.

Housing program name.

Your name.

You can find the hearing date, time, department number, and room number on the first page of the OSC/TRO forms you were given.

Read the Petition, especially item 7c, before you answer.

Mark the box that applies to your case. Do not mark both boxes *a* and *b*.

If you marked box *b*, use this space to explain which acts you did not do.

Mark each box that applies to your case. You can mark both boxes *a* and *b* if they both apply.

If you marked box *b*, use this space to explain why your acts did not violate the rules.

Do not fill in this box.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Danny Doe 200 Hill St., Apt. 16 Big City, California 90135 (123) 456-7891		FOR COURT USE ONLY		
ATTORNEY FOR (Name): In Pro. Per. SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 200 Main Street MAILING ADDRESS: P.O. Box 4000 CITY AND ZIP CODE: Anytown, California 90134 BRANCH NAME:				
PROGRAM OPERATOR: Family First Transitional Housing Program PARTICIPANT: Danny Doe				
PARTICIPANT'S RESPONSE to Petition For Order Prohibiting Abuse or Program Misconduct				
HEARING DATE July 3, 1992	TIME 10:00 a.m.	DEPT. 3	ROOM 765	CASE NUMBER: C-12345

Each participant should file a separate response. (A family may file one response.)

- If your printing is legible, you may handprint this form.
- Your response will be considered by the judge at the court hearing. No filing fee is required.
- You must still obey any orders already granted until the hearing.
- You have a right to ask the judge to postpone the hearing date.
- If you do not appear at the court hearing, the court may grant restraining orders against you that may last up to one year.
- Read the Instructions for Participants before completing this form.

I RESPOND to the Petition or Order Prohibiting Abuse or Misconduct as follows:

If you need additional space, attach form MC-031 (on the reverse side of MC-030). Also use form MC-031 for statements by witnesses. Reference each part on form MC-031 by a number from this form.

1. ☒ DENIAL

- a. ☐ I deny doing all of the acts stated in item 7 of the petition.
- b. ☒ I deny doing some of the acts stated in item 7 of the petition. (Specify acts you deny doing):
 (Specify on attached form MC-031 if you need more room, and check this box: ☐)

I did not yell loudly at my wife or disturb other residents. I did not hit my wife or try to push her down the stairs. I did not threaten the night manager.

2. ☒ DENIAL OF PROGRAM MISCONDUCT

- a. ☒ My acts, if any, did not substantially interfere with the orderly operation of the transitional housing program.
- b. ☐ My acts, if any, did not violate the rules and regulations of the transitional housing program (explain):
 Specify on attached form MC-031 if you need more room, and check this box: ☐)

If you need more space to write your answer, mark this box and use a separate sheet of paper or form MC-031. Attach any extra paper to this form.

(Continued on reverse)

Form Adopted by the
 Judicial Council of California
 TH-120 [Rev. September 1, 2018]

PARTICIPANT'S RESPONSE
 (Transitional Housing Misconduct)

Civil Code, § 1954.13(c)

(Continued on reverse)

Your name.

Housing program name.

Use the same case number
from page one of this form.If you marked box 1.b. on
page one of this form, you
may want to explain here.Use this space to explain
why your acts served a
legitimate purpose (box
a) or were
constitutionally protected
(box b).Read the definition of
"Transitional Housing
Program" (see "Who Can
Get Orders Prohibiting
Abuse or Misconduct?" on
page one of these
Instructions). If your
housing does not match
the definition, mark this
box. Don't forget to
explain why in the space
below.When you moved in,
the program should
have given you a
contract. Mark the
boxes to show what
you did not get.If you have any other
reasons that justify your
actions, mark this box
and explain what they
are.After you are done, count
the number of pages you
are attaching to this form
and put that number
here. Do not include the
two pages of this form in
that number.**VERY IMPORTANT:**

1. The date you sign.
 2. Your signature.
- DO NOT FORGET
THESE OR ALL
YOUR WORKWILL BE
WASTED.

Keep a copy for your
records. Make sure the
court stamps your copy.

PROGRAM OPERATOR: Family First Transitional Housing Program

CASE NUMBER:

PARTICIPANT: Danny Doe

C-12345

3. ☒ JUSTIFICATION OR EXCUSE

I have done some or all of the acts of which I am accused, but the actions are justified or excused for the following reasons:

a. ☒ My acts served a legitimate purpose (specify):(Specify on attached form MC-031 if you need more room, and check this box: ☐)On June 25, 1992, I did tell the night manager to
mind his own business because he has been trying to
interfere with my marriage to my wife.b. ☐ My acts were constitutionally protected (specify):(Specify on attached form MC-031 if you need more room, and check this box: ☐)4. ☐ WRONG PROGRAM. Program operator does not operate a "transitional housing program" as defined in Health and Safety Code section 50582(g) (explain):If you need more space to write your
answer, mark this box and use a
separate sheet of paper or form
MC-031. Attach any extra paper to this
form.5. ☒ PROGRAM CONTRACTa. ☐ I have no contract with the program operator.b. ☐ The contract does not include the program rules and regulations.c. ☐ The contract does not include a statement of program operator's right of control over and right of access to mydwelling unit.d. ☒ The contract does not contain a restatement or summary of the requirements and procedures of the Transitional Housing Participant Misconduct Act.6. ☒ OTHER DEFENSES. I have other defenses or reasons a court order should not be granted (specify):
(Specify on attached form MC-031 if you need more room, and check this box: ☐)I never got copies of the program rules.
The program is not giving me the job training
it promised. Also, I just got a new job that
starts in a week that I may not be able to
keep if I am homeless again.7. ☐ Number of pages attached: _____

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

Date: July 2, 1992

Danny Doe

(TYPE OR PRINT NAME)

Danny Doe

(SIGNATURE OF PARTICIPANT)

TH-120 [Rev. September 1, 2018]

PARTICIPANT'S RESPONSE
(Transitional Housing Misconduct)

Page 2

EXHIBIT B

TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR NON- MINOR DEPENDENTS 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, Performance Requirements Summary, Attachments, and Contract.

Transitional Housing Placement Program – Non-Minor Dependents (THPP-NMD)	Price Per Unit of Service
	Rate as established by California Department of Social Services (CDSS).

Authorized Signature

Print Name and Title Date

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 to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

**THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.**



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**

- REVISED JULY 2025 -

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AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of the Auditor-Controller Contract Accounting and Administration Handbook (Handbook) is to provide organizations (CONTRACTORS) that contract with the County of Los Angeles (COUNTY) with guidance on key accounting, financial reporting, internal control, and contract administration standards, along with best practices and recommended approaches that will help to promote accountability, protect the integrity of assets and financial information, and minimize the risk of fraud.

The accounting, financial reporting, and internal control standards presented in this Handbook are fundamental and derived from applicable federal, State, and COUNTY regulations and guidelines (see [Section F](#)). 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 source(s) (i.e., federal, State, and COUNTY agencies) that may be more restrictive and/or stringent. Instead, this Handbook includes the minimum federal, State, and COUNTY required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system to ensure compliance, as well as guidance on other recommended procedures and controls. 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 and/or board members) 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 COUNTY Agreement.

For additional resources, please see [Section F](#), and for any inquiries, please see [Section G](#).

A. ACCOUNTING AND FINANCIAL RECORDS

1.0 Basis of Accounting

Unless otherwise specified by the applicable funding source(s), CONTRACTORS may elect to use either the accrual or cash basis of accounting during the year for recording financial transactions. CONTRACTOR must ensure their basis of accounting is adequately documented in their accounting policies. Monthly invoices must be prepared on the same basis used for recording financial transactions.

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

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



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CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

are recorded in the accounting period incurred (rather than when cash is disbursed).

Recorded accruals (e.g., to estimate expenditures) should be reversed in the subsequent accounting period or when deemed appropriate and/or necessary to ensure revenues and expenditures are not double counted, and are in compliance with Generally Accepted Accounting Principles (GAAP).

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 COUNTY Agreement, and at the end of the COUNTY Agreement.
- 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 COUNTY Agreement year to the extent goods and services are received, or are applicable to that COUNTY Agreement year.

2.0 Accounting System

Each CONTRACTOR must maintain a ***double entry accounting system*** (utilizing debits and credits) and adequate, accurate, and reliable financial records in accordance with GAAP. The financial records must provide a comprehensive audit trail, and typically include, but may not be limited to a General Journal, a Cash Receipts Journal, a General Ledger, a Cash Disbursements Journal, and a Payroll Register or equivalent records as described in this Handbook. Postings to the General Ledger and Journals must be made timely, 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 (or equivalent records) must be maintained to ensure transactions are recorded accurately and timely in the order they occur, and for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal (or their equivalent records). Entries in the General



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CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

Journal (or equivalent record) must be adequately documented and entered in chronological order with sufficient explanatory notations to support the transaction.

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 (or equivalent records) must be maintained for recording and identifying all cash inflows and sources of income (e.g., COUNTY warrants, contributions, interest income), and should, at a minimum, contain the following information:

- Date
- Invoice, Reference and/or Receipt Number (if applicable)
- Amount of Cash or Income Received
- Names of Accounts Debited (e.g., Cash) and Credited (e.g., Income) for the following:
 - COUNTY payments
 - Contributions/Donations
 - Other Income (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees)
- Description to clearly specify the source of cash receipts

2.3 Cash Disbursements Journal

A Cash Disbursements Journal (or equivalent records) must be maintained for recording all cash outflows or disbursements (e.g., rent, utilities, maintenance) to manage and track outgoing funds, and should, at a minimum, contain the following information:

- Date
- Invoice, Reference, and/or Check Number (if applicable)
- Amount of Cash Disbursed
- Names of Accounts Debited or Credited
- Payment Method (e.g., cash, check, electronic transfer)
- Description to clearly specify the nature of the cost and the corresponding cost classification, if not included in the column heading.

Checks should not be written to employees (other than payroll, reimbursements for small incidental out-of-pocket costs, mileage reimbursements, travel reimbursements, and petty cash fund custodian checks).



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CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

A **Check Register** may be substituted for the Cash Disbursements Journal (or equivalent records), but this is not recommended. If used, the Check Register (or equivalent records) must contain the same cost classifications and description information required when a Cash Disbursements Journal (or equivalent records) is used.

2.4 General Ledger

A General Ledger (or equivalent records) must be maintained with accounts for all assets, liabilities, fund balances/net assets, revenues, and expenditures to ensure the accuracy, consistency, and transparency of all financial transactions in accordance with GAAP. 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 (or equivalent records) must be maintained to organize and classify financial transactions accurately and consistently in accordance with GAAP:

- 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 should 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 can be posted to an account titled "travel," but must not be intermixed with other expenditure accounts.

2.6 Payroll Register

A Payroll Register (or equivalent records) must be maintained to manage payroll activities, detail the necessary payroll information, and ensure payroll transactions and payments are accurate. The Payroll Register (or equivalent records) should contain the following information for each employee:

- Name
- Position
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:



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CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

- Accrual Period
- Gross Pay
- Itemized Payroll Deductions
- Net Pay Amount
- Check/Payment Number

CONTRACTOR must 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, 1099), and all applicable tax deposits.
- Internal Revenue Service and State guidelines to properly classify employees and independent contractors.

3.0 Information and Supporting Documentation Requirements

CONTRACTOR must retain the original source document for inspection by COUNTY. All revenues and expenditures charged to the COUNTY must be supported by original vouchers, invoices, receipts, or other documentation to clearly establish the nature and the reasonableness of the expenditure and its relevance to the COUNTY program, and evidence of actual payment (e.g., canceled checks, proof of electronic funds transfer). Internally generated documents (e.g., vouchers, request for check forms, requisitions), and bank and credit card account statements alone do not constitute supporting documentation for revenues and expenditures.

If the CONTRACTOR is unclear as to the appropriate documentation that must be maintained to support an expenditure, CONTRACTOR should consult with the COUNTY **before** the expenditure is charged to the COUNTY. Unsupported or inadequately supported expenditures 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 (e.g., electronic bills and bank statements). To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices), COUNTY at its sole discretion may accept photocopies (including scanned images) of supporting documentation in preference to the original documents subject to any limitations imposed by the applicable funding source(s) (i.e., federal, State, and COUNTY agencies), and if the CONTRACTOR maintains adequate internal controls over their information technology systems and data (e.g., electronically stored information, records, or documentation) as required by the standards described in this Handbook (e.g., see [Sections A.3.5](#) and [B.7.0](#) through [B.7.3](#)) and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement). Failure to provide original hardcopy documents and/or maintain an adequate system of



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CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

internal controls over electronic documentation to support expenditures charged to the COUNTY will result in inadequately supported expenditures and will be disallowed upon audit.

For the following categories of expenditures, adequate 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 each employee.
- Records showing actual expenditures for payroll, Social Security and unemployment insurance.
- State and federal quarterly tax returns, federal W-2 forms, federal W-4 forms, and any other records to support payroll tax payments.

Personnel Files

- Documentation supporting approved employee pay rates.
- Proof of employees having the required education, 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 specific service(s) provided and rate(s) of compensation applied to support total amounts charged.
- 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, itemized invoices, and proof of receipt of good/services for amount 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.



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

Payments to Affiliated Organizations or Persons (i.e., Related Party/Less-Than-Arm's-Length Transactions)

- 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
- Other documentation to support payments to affiliated organizations or persons did not exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs for services rendered or items purchased (see [Section C.1.2](#) for additional guidance)

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.

Travel

- Travel policies (written) of the CONTRACTOR
- Travel expenditure vouchers
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR must at a minimum, retain literature, such as agendas and handouts, or other documentation 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, meals, 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 should obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.



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Vehicle Expenditures

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card
- Vehicle title
- Insurance policy
- 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 (or equivalent record) must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log (or equivalent record) 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.)
 - 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 should 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
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or



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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

3.1 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/Payments – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.2 Referencing

Accounting transactions posted to the CONTRACTOR'S books must be appropriately cross-referenced to supporting documentation. When applicable, 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

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the evidence of actual payment (e.g., corresponding check issued for payment, bank statement). If multiple invoices are paid with one check or transaction, all related invoices should be cross-referenced to the evidence of actual payment.

3.3 Security Over Documentation

Adequate care must be exercised to safeguard the financial records, including accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S financial records must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably constitute a crime and appear to have resulted in the destruction, damage, or alteration of any record subject to the



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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 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 the same period of time the underlying records that were destroyed/damaged were required to be retained (see [Section A.3.4](#)), and must be retained for a longer period in the case of unresolved litigation or audit.

3.4 Retention

All financial records, including accounting records (e.g., journals, ledgers) 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.

3.5 Protection of Electronically Stored Information

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 and used. CONTRACTOR is also responsible for the security of any COUNTY non-public information that is transmitted, exchanged, or shared with other authorized individuals and/or organizations including, but not limited to, third-party vendors/providers, subcontractors, contractors/consultants, or other external parties.

Information security and privacy safeguards (e.g., policies, access restrictions, employee background checks, training programs, cyber liability insurance, encryption) and standards must be developed, implemented, and maintained in accordance with applicable standards described in this Handbook (e.g., see [Sections B.7.0](#) through [B.7.3](#)), the [COUNTY Board of Supervisors \(Board\) Policy 5.200](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, applicable sections of the [Board Policy Manual](#)).

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 and other financial 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



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COUNTY program, must be utilized on allowable COUNTY Agreement expenditures. Similarly, income from investments (e.g., interest, dividends), where the source of the amount invested is COUNTY program funds, must be deemed restricted revenue that must be utilized on allowable COUNTY program expenditures, or returned to the COUNTY as specified under the COUNTY 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 COUNTY Agreement 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 must 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 compliance with the COUNTY Agreement at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, justifies such an unannounced visit, inspection, audit or investigation.

6.0 Single Audit Requirements

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) "[Audit Requirements](#)" requires organizations that expend the applicable threshold (e.g., \$750,000 (prior to October 1, 2024), \$1,000,000) or more in federal awards during their fiscal year (including pass-through awards) to have a single audit conducted in accordance with Generally Accepted Government Auditing Standards for that year. Additional details regarding single audit requirements are included in [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, or any extended timeframes granted by the federal Office of Management and Budget (OMB).

7.0 Unique Entity Identifier and System for Award Management Requirements

Title 2 United States Code of Federal Regulations "[Unique Entity Identifier and System for Award Management](#)" requires organizations receiving federal funds to have a "Unique Entity Identifier (UEI)" and register with the System for Award Management (SAM.gov), unless exempted by federal statute. CONTRACTOR



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must maintain documentation to demonstrate they have a current and active UEI and registration in SAM.gov, if applicable. Additional details regarding UEI requirements are included in the [Electronic Code of Federal Regulations \(eCFR\)](#) and [SAM.gov](#).

B. INTERNAL CONTROLS

1.0 Internal Controls Overview

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 their own policies and procedures, and any other applicable funding source requirements (e.g., [Uniform Guidance](#)).

2.0 Cash and Revenues

Cash or cash equivalents (e.g., checks, money orders, other liquid assets such as prepaid/EBT/gift cards) and revenue must be adequately monitored to ensure they are properly accounted for, safeguarded, and accurately reported.

2.1 Separate Fund or Cost Center

All COUNTY Agreement 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.

2.2 Manual Deposits

When cash or cash equivalents are received by mail, two employees should be assigned to open the mail and list all collections received on a receipts/check remittance log.

All COUNTY checks should be restrictively endorsed upon receipt.

Cash and cash equivalents received should be recorded on pre-numbered receipts and the receipts/check remittance log should be reconciled to the amount being deposited.

Voided receipts must be retained and the sequence of receipts issued/voided must be periodically accounted for.



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Cash and cash equivalents totaling \$500 or more must be deposited within one day of receipt, or as soon as reasonably possible. Collections of less than \$500 may be held and must be 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 should be retained in an organized manner, and must contain sufficient reference information for comparison to the Cash Receipts Journal (or equivalent records) and individual receipts, if applicable. A recommended best practice is to retain a photocopy of the deposit slip and the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers on the deposit slip.

2.3 Separation of Duties Over Deposits and Cash

Employees' duties must be separated to ensure that one individual does not control all key aspects (e.g., receiving, receipting, depositing, disbursing, reconciling, recording) of a transaction. For example, an employee who does not handle cash or cash equivalents should record all receipts in the CONTRACTOR'S accounting records.

2.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling or check writing/preparation responsibilities. The person reconciling the bank account(s) should receive the bank statement(s) directly from the bank.

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. See [Exhibit A](#) for a suggested bank reconciliation format.

Reconciling items should be reviewed, researched, and resolved immediately. If an item cannot be resolved within the next bank statement period, the CONTRACTOR should monitor the reconciling item to ensure the reconciling item is resolved timely.

2.5 Bonding

All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks) must be bonded.

3.0 Disbursements

All disbursements (other than those made for petty cash purchases), must be made using a CONTRACTOR check, electronic funds transfer, or debit/credit card.



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Blank check stock must be secured and accounted for to preclude unauthorized use.

Checks must NOT be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" or withdrawals of cash must not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

Voided checks must 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 must be canceled regularly, but no less frequent than monthly.

Unclaimed checks must be canceled periodically, but no less frequent than every six months.

All supporting documentation should reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer, credit card payment) and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation and/or without adequate controls over electronic documentation (See [Section A.3.0](#) regarding the use of electronic documentation) will be disallowed upon audit.

A second signature is also recommended on all checks over \$500, unless otherwise specified in the COUNTY Agreement.

3.1 Approvals and Separation of Duties Over Disbursements

Employees responsible for approving cash disbursements and/or signing checks should examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, should be approved by persons independent of check preparation and bookkeeping activities.

In instances where the payee is also a signor on the check, the disbursement must be reviewed and approved by a higher-level employee or board member who must also sign the check. If the bookkeeper signs checks, a second signature must be required on the checks, regardless of limits specified in the COUNTY Agreement.

3.2 Credit Cards

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary



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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 must 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.*** See [Section A.3.0](#) regarding the use of electronic documentation.

Employee duties must be separated so that the same person cannot approve purchases, reconcile credit card statements, approve reconciliations, or approve payments. Cardholders should not perform any of these duties.

Monthly credit card statements should be reconciled to the source documentation for the expenditure and reviewed by management in a timely manner for appropriateness and accuracy. Any discrepancies must be reviewed, researched, and resolved immediately. The credit card reconciliations should be signed and dated by the reconciler and reviewer.

3.3 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). CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500. Applicable policies and procedures must be established to ensure accountability and restrict the usage of petty cash to the intended purpose of the fund.

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. If external supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation should be maintained and approved by a supervisory employee not associated with the transaction. See [Section A.3.0](#) regarding the use of electronic documentation.



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The petty cash fund should 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 should be cross referenced to the reimbursement check.

A petty cash log (or equivalent record) must be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed monthly 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 (e.g., sign checks).
- Be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount, when necessary.
- 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, each day the petty cash fund is used.

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 should 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.

3.4 Other Liquid Assets

Liquid assets must NOT be used as a substitute for normal purchasing and disbursement practices (e.g., payment by check).

CONTRACTOR must centrally monitor any liquid assets that can easily be converted to personal use (e.g., bus tokens/passes, prepaid/EBT/gift cards, tickets, vouchers). Applicable policies and procedures must be established to ensure accountability and restrict the usage of liquid assets to their intended purposes.

The distribution and usage of liquid assets must be supported by a log and/or external authenticating documents. The documents must clearly identify each item distributed/used, amounts issued, the date of distribution/usage, and the name and signature of the recipient/user. If the liquid assets (e.g., gift cards, prepaid cards)



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are used to pay for other expenditures, additional documentation must be maintained to support the expenditures as required by [Section A.3.0](#). See [Exhibit C](#) for a suggested liquid assets log format.

Logs and/or other external authenticating documents should be reviewed monthly by a higher-level employee not having responsibilities over the respective liquid asset to ensure liquid assets are being used for their intended purposes.

A custodian should be assigned to monitor liquid assets, and should:

- Not have any other cash handling responsibilities (e.g., sign checks).
- Be responsible for maintaining and distributing the liquid assets and requesting replenishment when necessary.
- Reconcile the log to the liquid assets-on-hand and the documentation supporting the distribution and usage of the liquid assets to-date, each day liquid assets are distributed and used.

Liquid assets must be safely secured at all times (e.g., in a locked safe, file cabinet, or drawer). Access to liquid assets should be limited to the custodian and one other employee in case of absence or emergency.

Surprise counts of each liquid asset should be conducted periodically, but no less than quarterly, to ensure liquid assets are being maintained as required. The counts should be conducted by a higher-level employee not having responsibilities over the liquid asset being counted. Documentation should be maintained to support each count conducted and should be signed and dated by the employee conducting the count.

4.0 Payroll and Personnel Records

Adequate payroll and personnel records must be maintained to support payroll transactions. Payroll and/or personnel records should include, but not be 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., job description, notarized copy or original diploma, academic transcripts, license(s))
- Hiring and termination (if applicable) documents
- Employment history and performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., paid time off, sick time, vacation)
- Health Clearances (if required)



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In addition, personnel records should also include disclosures of any relationships with other CONTRACTOR employees or associates.

4.1 Timecards

Timecards or time reports must be prepared for each employee each pay period. If an employee works on multiple COUNTY/non-COUNTY programs and/or activities, the total hours charged to each of the programs and/or activities must be based on actual conditions (e.g., total hours worked each day by program and the total hours charged to each of the CONTRACTOR'S programs, time studies, full-time equivalents).

Time or budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for payroll expenditures and will be disallowed upon audit. Time or budget estimates may be used for interim accounting purposes, unless prohibited by the COUNTY Agreement or applicable funding source(s), provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed. Significant changes in work activity must be identified and adjusted in the financial records in a timely manner. The CONTRACTOR'S system of internal controls must include processes to review after-the-fact interim charges made using time or budget estimates, and be adequately documented. All necessary adjustments must be made such that the final amount charged to the COUNTY is accurate, allowable, appropriately allocated, and based on actual conditions.

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 be designed to comply with the internal control standards described in this Handbook (e.g., see [Sections A.3.5](#) and [B.7.0](#) through [B.7.3](#)), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement), and support the reporting of accurate and reliable financial information.

4.2 Benefit Balances

Employee benefit balances (e.g., paid time off, sick time, vacation) should be maintained on at least a monthly basis. Benefit balances must be increased when benefit hours are earned and decreased as hours are used.

4.3 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



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established policy or agreement with employees. The CONTRACTOR must maintain documentation to support any incentive compensation payments to employees.

Any bonuses, gifts, or other payments provided to employees that are solely intended to improve employee morale will be disallowed upon audit, unless expressly allowed by the COUNTY Agreement and/or the applicable funding source(s).

4.4 Limitations on Positions and Salaries

The CONTRACTOR should not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal, State, and COUNTY agencies).

Payroll expenditures for employees working on more than one agreement, program, or activity must be equitably allocated in accordance with the applicable sections of [Uniform Guidance](#) and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement). If an employee serves in the same or dual capacities under more than one agreement or program, time charged to the agreements or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees should 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.

4.5 Retroactive Payroll Adjustments and Payments

The CONTRACTOR must not charge the COUNTY for any retroactive adjustments to an employee's authorized hourly/salary rate or benefits that result in additional compensation to an individual or group of employees without written approval from the COUNTY.

Retroactive payments to employees to correct underpayment errors may be charged to the COUNTY provided that adequate documentation is maintained to support an employee was underpaid in a prior pay period and the retroactive payment is necessary.

4.6 Separation of Duties Over Payroll and Personnel

Payroll checks should be distributed by persons not involved in timekeeping (e.g., preparing/recording, approving, processing, and reporting of payroll transactions), or reconciling bank accounts.



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All employee hires and terminations, or pay rate changes, must be approved in writing by authorized persons independent of payroll responsibilities.

4.7 Security Over Payroll and Personnel Records

Adequate security must be maintained over payroll and personnel records with access restricted to authorized individuals. Any automated payroll and personnel records which contain confidential information, such as, but not limited to, employee addresses and medical information, must be adequately safeguarded using the information security and privacy standards discussed in Section A.3.6 to prevent unauthorized access and use.

5.0 Procurement

Written policies and procedures must be established to ensure goods and services are procured in a manner providing full and open competition and in accordance with the requirements of [Uniform Guidance](#) and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies). The written policies and procedures must also cover conflicts of interest where the CONTRACTOR and/or its directors, officers, or key employees are unable (or appear to be unable) to be impartial in conducting a procurement action.

CONTRACTOR must maintain sufficient records to support the history of procurement. At a minimum, the records should detail the rationale for the procurement method, the selection of the contract type (e.g., cost reimbursement, fixed-price), reasoning/justification for contractor or vendor selection or rejection, and the basis for the contract price/rate.

The procurement of any goods and/or services with an aggregate value that exceeds the lesser of \$5,000 or the amount required by the CONTRACTOR'S policy must be approved by the CONTRACTOR'S board of directors.

Failure to procure goods and services as required and maintain adequate documentation to support expenditures charged to the COUNTY may result in inadequately supported expenditures and may be disallowed upon audit.

5.1 Methods of Procurement

[Uniform Guidance](#) describes the following methods for procuring goods and services:

- Informal Procurement
- Formal Procurement
- Noncompetitive Procurement



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Informal Procurement

When the aggregate value of the goods and/or services being procured is less than \$10,000, the CONTRACTOR must ensure the price is reasonable based on research, experience, purchase history, and/or other relevant information.

Where the aggregate value of the goods and/or services being procured is between \$10,000 and \$249,999, the CONTRACTOR must ensure the price is reasonable by obtaining price or rate quotations from an adequate number of qualified sources. CONTRACTOR should consider obtaining price or rate quotations from at least three qualified sources.

Formal Procurement

When the aggregate value of the goods and/or services being procured is \$250,000 or more, the CONTRACTOR must ensure the price is reasonable by formally and publicly advertising and soliciting sealed bids or competitive proposals from an adequate number of qualified sources.

Sealed bids are generally solicited for firm-fixed price contracts (lump sum or unit price). The contract should be awarded to a responsible bidder whose bid conforms with all material terms and conditions of the invitation for bids and is the lowest price.

Competitive proposals are generally solicited when conditions are not appropriate for the use of sealed bids and can be used for either cost reimbursement or fixed price type contracts. The contract should be awarded to the offeror whose proposal is most advantageous to the CONTRACTOR and should be based on price and other relevant factors.

Noncompetitive Procurement

Noncompetitive procurements should only be used when the aggregate value of the goods or services is less than \$10,000, the goods or services can only be obtained from a single source, there is an immediate need for the goods or services and delays from publicizing a competitive solicitation are not permitted, or a competitive solicitation was conducted and competition was determined to be inadequate.

The CONTRACTOR must obtain written approval from the COUNTY and/or the applicable funding source(s) prior to using a noncompetitive procurement that does not meet one of the conditions described above.

6.0 Capital and Non-Capital Assets

Controls over capital and non-capital assets are necessary to safeguard investments, establish responsibility for the custody of each asset, provide



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necessary data for financial reporting, and provide required information and documentation for depreciation, insurance, audit, and other purposes.

6.1 Capital Assets

Capital assets are tangible or intangible assets of significant value having a useful life that extends beyond the current year and include land, buildings and improvements, equipment, and intellectual property (including software). All applicable assets with an acquisition cost of \$5,000 or more must be capitalized in accordance with GAAP.

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. Acquisition costs for software include those development costs capitalized in accordance with GAAP.

Capital asset purchases must be approved by the CONTRACTOR'S board of directors or their authorized representative.

Capital assets should not be ordered or purchased and charged to the COUNTY during the last three months of the term of the Agreement, unless the acquisition is pre-approved by the COUNTY or the CONTRACTOR'S Agreement with the COUNTY is renewed or extended.

6.2 Acquisition

CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making a 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 Agreement. If the cost of the capital asset will be charged to multiple COUNTY Agreements, the CONTRACTOR only needs to obtain written authorization from the COUNTY department(s) where the CONTRACTOR anticipates expenditures charged will exceed the lesser of 10% of the acquisition cost of the capital asset or \$5,000, unless more restrictive and/or stringent requirements over acquisitions are required by the COUNTY Agreement and/or the applicable funding source(s).

6.3 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, scanners, other portable assets).



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6.4 Asset Identification and Inventory

All capital assets and non-capital asset equipment (assets) purchased in full, or in part, with COUNTY Agreement funds are to be used for the benefit of the COUNTY Agreement and should be appropriately tagged.

CONTRACTOR must maintain an accurate, complete, and current listing of assets. The listing should include the item description, serial number, date of purchase, acquisition cost, source(s) of funding, location, and the specific employee(s) the asset is assigned to or controlled by, when applicable. Unassigned assets must also be identified on the listing.

An inventory of all assets must be conducted at least once every two years to ensure that all assets are accounted for, used, maintained in proper working order, and needed. Documentation must be maintained to support the inventory conducted, and any depreciation charges in accordance with [Uniform Guidance](#).

6.5 Security Over Assets

Physical security must be adequately maintained over all assets to prevent the misuse, theft, or destruction of COUNTY property and non-public information. To the extent necessary, physical security controls over assets should include the use of badges/identification cards, locks, security cables, and/or assorted barriers to prevent physical tampering, damage, theft, or unauthorized physical access.

6.6 Asset Management

The CONTRACTOR must assume responsibility and accountability for the maintenance of all assets purchased, leased, or rented with COUNTY Agreement funds, or any other assets containing COUNTY non-public information.

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of assets purchased with COUNTY Agreement funds or containing COUNTY non-public information. The documentation should, 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 and must be retained for a longer period in the case of unresolved litigation or audit.



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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:

- Any capital assets purchased with COUNTY Agreement funds.
- Any non-capital asset equipment purchased with COUNTY Agreement funds with an acquisition cost or aggregate costs of \$950 or more.
- Any capital or non-capital assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must safely and securely dispose of or return to the COUNTY all capital and non-capital assets in accordance with the Agreement.

7.0 Information Technology

Information technology (IT) controls are necessary to protect the security, integrity, and availability of COUNTY non-public information, Protected Health Information (PHI), IT resources (e.g., systems and networks, accounting management software/applications, electronic time reporting systems), and data (e.g., electronically stored information, records, or documentation).

7.1 Information Technology Controls

It is the CONTRACTOR'S sole obligation to design and implement appropriate and reasonable IT controls to, at a minimum:

- Secure and protect its IT resources and data against internal/external threats and risks.
- Help ensure the accuracy and integrity of CONTRACTOR'S electronic records and data is not compromised.
- Ensure adequate safety mechanisms (e.g., unique log-on identifications, computer access codes, account codes, passwords, multi-factor authentication tokens, transaction approval/authorization controls) are in place to limit user (e.g., employees, subcontractors, contractors/consultants) access privileges to protect COUNTY non-public information, PHI, IT resources, and data related to the COUNTY Agreement from unauthorized or unlawful access, use, disclosure, alteration or destruction.
 - Users must only receive access to non-public information that is necessary to perform their assigned job duties, and must not be given an access authorization level that is higher than needed.



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- CONTRACTOR must review, and update, if necessary, user access rights/permissions at least annually, or when a user's job assignment and/or responsibilities change, to ensure access capabilities are consistent with the user's job duties. In addition, guest user access and inactive users, including terminated employees, contractors/consultants, and other unnecessary access should be reviewed and removed or disabled timely.
- Ensure adequate and ongoing IT and cyber security awareness training is provided to applicable CONTRACTOR employees.
- Capture sufficient audit trail information to identify the individual user(s) who performed key components (e.g., entry, approval) of critical or high risk (e.g., disbursement, payroll) transactions.
- Ensure all data/transactions entered into an information system are processed completely and accurately, duplicate transactions are prevented and/or detected timely, inputs and modifications to data are authorized, and all data is protected from improper or unauthorized deletion and alteration. For example, procedures for reviewing and approving source documents for reasonableness and proper authorization prior to entering information should be established, when applicable.
- Ensure any output (e.g., paper printouts, digital information, electronic records) containing non-public information or regulated data and transactions is adequately protected and clear individual accountability is maintained, when applicable.

7.2 Information Technology Security Management

CONTRACTOR must establish and implement IT policies and procedures that align with the applicable IT standards described in this Handbook, [COUNTY Board Policy 5.200](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, applicable sections of the [Board Policy Manual](#)). A good IT policy should address, at a minimum, such issues as:

- Security management
- Security awareness training
- Security and privacy violations/breaches, incident reporting, and response protocols
- Cyber security (e.g., encryption, malware/ransomware protection, vulnerability testing and monitoring)
- Separation of duties
- User access (including remote access) to system(s) data
- Authorization of transactions
- Exception/error resolution
- Back-up recovery and restart protocols (e.g., disaster recovery and business



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contingency planning)

- Change controls (e.g., for maintenance, enhancements, or modifications to application systems, networks, and software), if applicable

CONTRACTOR must also ensure their IT policies are periodically reviewed and updated/modified when changes are necessary (e.g., to implement new systems or changes in procedures, adopt new security protocols, address new risks or circumstances).

To the extent CONTRACTOR exchanges or shares information with other authorized external parties (e.g., third-party vendors/providers, subcontractors, contractors/consultants), CONTRACTOR must also establish policies and procedures to ensure the security, reliability, and integrity of such information.

Any applicable security incidents (e.g., loss of COUNTY non-public information, breach of confidentiality, non-permitted use or disclosure of PHI) must be reported in accordance with the standards described in this Handbook, and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement).

7.3 Separation of Duties Over Systems

CONTRACTOR must ensure sufficient checks and balances exist, and adequate separation of duties are maintained over IT systems to help minimize the risk of fraudulent activity and user error, and ensure transactions (e.g., accounting, payroll, time reporting, disbursements) are properly initiated approved, processed, reported, and reconciled.

Work should be divided among two or more employees so that one employee does not have control over multiple key aspects of an IT system, and the functions performed by one employee may be checked by functions performed by other employees. For example, employees who have access to add or change vendor information (e.g., vendor and contact names, addresses, phone numbers) must not have access to process invoices.

8.0 Electronic Signatures

Electronic signatures (e-Signatures) may be used to represent an individual's acknowledgment, acceptance, or approval of an agreement, transaction, report, record, or form, unless otherwise prohibited by the COUNTY Agreement and/or applicable funding source(s). Various types of e-Signatures exist. The most secure forms of e-Signatures will provide a digital audit trail that confirms when a document was signed, provides assurance that the individual claiming to be the signor is the signor through effective authentication methods (e.g., unique log-on identifications, account codes, passwords), and can safeguard documents from being altered after they have been signed. When determining which type of e-Signature to use, CONTRACTOR should consider the associated risks and level of assurance needed for the signature or document, and any other applicable



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federal, State, and COUNTY requirements (e.g., COUNTY Agreement).

9.0 Subcontracts

CONTRACTOR must not subcontract services without the prior written consent of the COUNTY. Payments for subcontracted services without the prior written consent of the COUNTY may be disallowed upon audit.

CONTRACTOR must provide the COUNTY with copies of all executed subcontracts and must be responsible for the performance of their subcontractors. CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy, unless original signed subcontracts are required by the COUNTY Agreement or the applicable funding source(s).

9.1 Subcontractor Monitoring

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. For example, the monitoring must include, but not be limited to:

- Performing reviews of the subcontractor's fiscal and program operations (e.g., verifying expenditures charged to the subaward are adequately supported, allowable, and appropriately allocated; verifying internal controls are maintained as required; and verifying subcontracted services are meeting required performance standards).
- 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.

C. COST PRINCIPLES

1.0 Purpose of Program Funds

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 [Uniform Guidance](#), and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies) requirements.



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1.1 Limitations and Requirements for Program Expenditures

CONTRACTOR must comply with all limitations and requirements for COUNTY Program expenditures in the Agreement, the applicable sections of [Uniform Guidance](#), and/or any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies). If a CONTRACTOR is unsure of the allowability of any particular type of expenditure, the CONTRACTOR should request advance written approval from the COUNTY and/or applicable funding source(s) prior to incurring the expenditure.

1.2 Limitations on Payments to Affiliated Organizations or Persons (i.e., Related Party/Less-Than-Arm's-Length Transactions)

For purposes of the COUNTY Agreement, COUNTY must be solely responsible for determining affiliation unless otherwise allowed and approved by federal, State, or COUNTY agencies. Organizations or persons will be considered affiliated when one party is able to control or substantially influence the actions of the other. Affiliation includes, but is not limited to, a relationship between the CONTRACTOR and:

- An organization related through legal organization (i.e., corporation, partnership, parent company, subsidiary organization, association).
- An organization under common control through its common officers, directors, or members.
- A director, trustee, officer, or key employee, or an individual related by blood, marriage, or affinity, either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest.

Prior to making payments to affiliated organizations or persons (i.e., related party/less-than-arm's-length 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 services rendered and/or items purchased. A reasonable cost is the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

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.



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1.3 Unallowable Expenditures

[Uniform Guidance](#) addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following are examples of costs that are generally unallowable, unless expressly allowed by the COUNTY Agreement and/or the applicable funding source(s):

- Bad debts
- Bonuses, gifts, and other expenditures solely intended to improve employee morale
- Contingency provisions
- Contributions and donations
- Entertainment, social activities, and other similar expenditures (unless there is a programmatic purpose)
- Fines and penalties (e.g., Non-sufficient Funds Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest
- Losses on other awards

1.4 Depreciation

Unless otherwise approved by the COUNTY, compensation for the use of buildings, capital improvements, equipment, and software projects may be made through depreciation in accordance with the applicable sections of [Uniform Guidance](#):

- The computation of depreciation 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
 - Any asset acquired solely for the performance of a non-Federal award.
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the type of construction, nature of the asset used, susceptibility to technological obsolescence or technological developments in the particular area, historical data, and the renewal and replacement policies followed for the assets involved, etc.
- [Appendix B to IRS Publication 946](#), "How to Depreciate Property," contains guidelines for establishing an asset's useful life.



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1.5 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.

1.6 Budget Limitation

Expenditures must not exceed the maximum limits in the COUNTY Agreement budget.

1.7 Expenditures Incurred Outside the Agreement Period

Expenditures charged against program funds may not be incurred prior to the effective date of the COUNTY Agreement or subsequent to the COUNTY Agreement termination, or expiration date. Similarly, current period expenditures related to events or activities that occurred prior to the effective date of the COUNTY 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 COUNTY Agreement between CONTRACTOR and COUNTY are not allowable.

1.8 Unallowable Activities

COUNTY program funds, materials, property, or services must not be used for investments where there is a risk of loss or for the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

1.9 Unspent Program Funds

CONTRACTOR must return any unspent program funds to the COUNTY, unless otherwise permitted by the COUNTY Agreement. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the COUNTY Agreement.



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2.0 Allocable Expenditures

For CONTRACTORS that operate programs or provide services in addition to the services required under the COUNTY Agreement, the CONTRACTOR must allocate expenditures to all benefiting programs, activities (including unallowable activities, such as fundraising and investment activities), and funding sources using an equitable basis.

In accordance with the applicable sections of [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 studies, calculation of full-time equivalents, square footage measurements).

Under no circumstances can 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 the COUNTY Agreement, or required by the applicable 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) that 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



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- 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 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 [Uniform Guidance](#) and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies) can 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.
- Modified total direct costs, including all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the applicable threshold (e.g., \$25,000 (prior to October 1, 2024), \$50,000) 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 the applicable threshold (e.g., \$25,000 (prior to October 1, 2024), \$50,000) as required by [Uniform Guidance](#).

2.3 Acceptable Indirect Cost Allocation Methods

[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



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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. See [Exhibit D](#) for examples of how to allocate indirect costs using these methods.

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 (see [Exhibit D.1](#) for example).

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 (see [Exhibit D.2](#) for example).

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 (see [Exhibit D.3](#) for example).

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 (see [Exhibit D.4](#) for example).

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR must submit a copy of the approval letter to COUNTY upon request.



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De Minimis Rate

A CONTRACTOR that does not have a current negotiated (including provisional) federally approved indirect cost rate may elect to charge indirect costs based on the applicable de minimis rate (e.g., 10% (prior to October 1, 2024), up to 15%) 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 (see [Exhibit D.5](#) for example).

2.4 Indirect Cost Limitations

CONTRACTOR must ensure indirect costs charged to the COUNTY program(s) 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 federal, State, or COUNTY agency.

2.5 Cost Allocation Plan

CONTRACTOR must maintain an annual Agency-wide Cost Allocation Plan (Plan), and submit the Plan to the County if required by the COUNTY Agreement, and/or when requested by the COUNTY. The Cost Allocation Plan must be prepared in accordance with the applicable sections of [Uniform Guidance](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, COUNTY instructions) and include the following information:

- CONTRACTOR's general accounting policies:
 - 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).
- Identify the CONTRACTOR'S direct, shared, and indirect costs (by category) and describe the cost allocation methodology for each category.
- Signature of CONTRACTOR management certifying the accuracy of the plan.

3.0 Overpayments

If upon audit, or at any time during the Agreement year, it is determined that cost reports or invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, the COUNTY may determine the total overpayment and require the CONTRACTOR to repay the COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments unless otherwise prohibited by federal and/or State regulations.



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D. GOVERNANCE

1.0 Governance Overview

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with the COUNTY. Many COUNTY service contracts support key public initiatives, including protecting children, providing health care, fostering employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with the COUNTY must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in the COUNTY Agreement. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing proper oversight and direction, and making decisions.

1.1 Board of Directors' Requirements

Nonprofit agencies doing business with the COUNTY must have a governing board of at least three (3) directors in accordance with State law (e.g., [Sections 12331](#) and [5227](#) of [California Corporations Code](#)). At no time should more than 49% of the persons serving on the board of directors (board or directors) be "interested persons." An "interested person" includes:

- Any person currently being compensated by the CONTRACTOR for services rendered within the previous 12 months, whether as a full-or part -time employee, independent contractor, or otherwise.
- Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in law, daughter-in-law, mother-in law, or father-in law of any such person (e.g., directors, CONTRACTOR or subcontractor employees).

The majority of the directors should not have a 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. "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.

Directors, officers, and employees of nonprofit corporations with which the COUNTY contracts must not:

- Permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation.
- Misuse or dissipate scarce public resources.



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Additional details regarding governance and directors' requirements are included in State Law (e.g., [California Corporations Code](#), [Section 12586 of California Government Code](#)).

1.2 Board of Directors' Fiduciary Responsibilities

All members of a nonprofit organization's governing board must perform their duties in good faith and in a manner they believe to be in the best interests of the CONTRACTOR and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. Although directors may delegate management of CONTRACTOR operations, activities, and affairs, to officers, employees, management companies, or committees, the directors are ultimately responsible for the direction and oversight of the organization. Directors' fiduciary responsibilities include, but are not limited to, the following:

- Monitoring the organization's fiscal and programmatic performance.
- Overseeing the organization's risk management, control processes, usage of funds, and protection of the organization's assets.
- Ensuring the organization's compliance with applicable federal, State, and COUNTY regulations.
- Making, reviewing, and/or approving decisions that are in the best interest of the organization (not in the best interest of any individual or other organization). For example, the board should review and approve all significant transactions (e.g., less-than-arm's length transactions, purchases of capital assets, loans, incentive compensation to the organization's management and employees).
- Recognizing and disclosing conflicts of interest.

1.3 Oversight Mechanisms

An organization's governing board must provide for its governance by:

- Adopting and disclosing the organization's governance standards, including director qualifications, responsibilities, and compensation. The standards may 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.4.4](#), "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one organization job. For example, the Chief Executive Officer (CEO) cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.



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- Adopting and disclosing a code of business conduct and ethics for directors, officers, and employees, and promptly disclosing to the County any waivers (e.g., authorized exemptions, exceptions) of the code affecting organization directors, officers, or employees.
- Reviewing, no less than annually, the CONTRACTOR'S compliance with COUNTY Agreement terms and conditions/provisions (e.g., insurance, internal controls, federal and State reporting, payment requirements for payroll withholding) and report any applicable deviations to the COUNTY .

An organization's governance guidelines and code of ethics must:

- Provide for an annual process to distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the CONTRACTOR'S governing standards.
- Incorporate a mechanism for disclosing and addressing possible conflicts of interest.
- Provide 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.

1.4 **Board Meetings**

A CONTRACTOR'S board must meet periodically to ensure the directors' fiduciary responsibilities (see [Section D.1.2](#)) are carried out as required. It is recommended a CONTRACTOR'S board meet at least four times a year. Board members may participate in meetings using conference telephone or electronic communication. Additional details are included in State Law (e.g., [Section 5211 of California Corporations Code](#)).

Board meeting minutes must be written (or in any form capable of being converted into clearly legible tangible form), maintained for each meeting, and certified by the board secretary (or an assistant secretary/alternate) in accordance with State Law (e.g., [Sections 5215](#) and [6320](#) of [California Corporations Code](#)). In addition, the meeting minutes should include:

- The names of the board members who are present and absent.
- The date and time the meeting begins and ends.
- A summary of all discussions, deliberations, and actions taken by the board.
- The names of board members making and seconding motions, and a breakdown of the votes on the motions.
- A summary of future action items/steps and who is responsible for them.



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1.5 Audit Committee

The board must establish an audit committee when applicable in accordance and compliance with the Nonprofit Integrity Act of 2004 ([SB 1262 Chapter 919](#)) and State law (e.g., [Section 12586 of California Government Code](#)).

Annual Audit Duties

The Audit Committee:

- Is responsible for making recommendations to the board on the hiring and firing of the CONTRACTOR'S independent auditor to perform annual audits.
- Must confer with the CONTRACTOR'S independent auditor to satisfy audit committee members that the financial affairs of the CONTRACTOR are in order, review each audit and decide whether to accept it, 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 any material weaknesses and/or significant deficiencies identified during an audit.
- 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 CONTRACTOR. The 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 statements 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



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E. REPORTING FRAUD/MISCONDUCT

CONTRACTORS are required to report suspected fraud, waste, or misuse of public monies, as well as misconduct involving COUNTY personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also required to report suspected fraud committed by their employees and subcontractors when that fraud affects their Agreement with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities.
- Favoritism/nepotism in the awarding of COUNTY Agreements, or selection of vendors.
- Embezzlement, theft, or misuse of any COUNTY funds, resources, time, equipment, or information.
- CONTRACTOR or vendor improprieties (e.g., inappropriate or unethical actions/behaviors such as unfair business practices, disregard for laws, abuse of power, corruption, etc.)

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, e-mail, or online to:

Online: <https://fraud.lacounty.gov/>
E-mail: fraud@auditor.lacounty.gov
Call: (213) 89-FRAUD or (213) 893-7283
Toll Free: (800) 544-6861
Fax: (213) 947-5809
U.S. Mail: County of Los Angeles
Department of Auditor-Controller
Office of County Investigations
500 West Temple Street, Suite 514
Los Angeles, CA 90012

F. RESOURCES

As noted in the introduction of this Handbook, the accounting, financial reporting, and internal control standards described in this Handbook are compiled from various federal, State, and COUNTY regulations and guidelines. The sources cited in this Handbook include, but are not limited to, those listed below. CONTRACTORS can refer to these sources for additional information and guidance on the federal, State, and COUNTY regulations and guidelines applicable to their organization (since some regulations and guidelines may not apply to every CONTRACTOR).

- Electronic Code of Federal Regulations - www.ecfr.gov
 - Uniform Guidance - <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- Internal Revenue Service - www.irs.gov



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

- United States Department of Labor - www.dol.gov
 - Health Insurance Portability and Accountability Act (HIPAA) - <https://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/hipaa>
- The System for Award Management (SAM.gov) - <https://sam.gov>
- The Sarbanes-Oxley Act of 2002 - <https://www.govinfo.gov/content/pkg/COMPS-1883/pdf/COMPS-1883.pdf>
- Financial Accounting Standards Board - <https://fasb.org>
 - Accounting Standards Codification (including Generally Accepted Accounting Principles) - <https://asc.fasb.org>
- State of California
 - Laws (including Corporations, Government, Labor, Civil, and Welfare and Institutions Codes) - www.leginfo.ca.gov
 - Department of Justice Office of the Attorney General - www.oag.ca.gov
 - Guide for Charities - <https://oag.ca.gov/charities/guide-live>
 - Franchise Tax Board - www.ftb.ca.gov
 - Secretary of the State - www.sos.ca.gov
- COUNTY Board Policy Manual - https://library.municode.com/ca/la_county_bos/codes/board_policy
- The Committee of Sponsoring Organizations of the Treadway Commission (COSO) - www.coso.org
 - COSO sponsoring organizations:
 - The American Accounting Association - www.aaahq.org
 - The American Institute of Certified Public Accountants - www.aicpa.org
 - The Government Finance Officers Association - <https://www.gfoa.org>
 - The Financial Executives International - www.financialexecutives.org
 - The Institute of Internal Auditors - www.theiia.org
 - The Association of Accountants and Financial Professionals in Business - www.imanet.org
 - COSO's Guidance on Internal Control Integrated Framework - <https://www.coso.org/guidance-on-ic>

G. HANDBOOK ADMINISTRATION AND INQUIRIES

This Handbook is intended to be a continual work in progress. Changes are made by Auditor-Controller staff on an ongoing basis. As conditions and the accumulation of changes warrant, the online version that is available to COUNTY departments and CONTRACTORS is replaced with the latest version.

COUNTY departments and CONTRACTORS may make inquiries regarding the standards and guidance described in this Handbook by completing the inquiry form linked below. All inquiry forms will be submitted to the Auditor Controller's Countywide Contract Monitoring Division. When submitting an inquiry form, please provide as much information as possible to assist in ensuring all inquiries are properly addressed.

Inquiry Form: <https://forms.office.com/q/HNDS8DL8VX>

Bank Reconciliation Example

Agency Name
Bank and Account #
For the Month Ended June 30, 202X

Balance Per Bank Statement			\$ 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	\$ (2,000.00)
	Bank Posting Error (to be reversed next month)		\$ (120.00) [1]
Adjusted Bank Balance			<u>\$ 36,900.00</u>
<hr/>			
Balance Per Book			\$ 36,950.00
Less:	Bank Charges	\$ 40.00	
	Post Error	\$ 10.00	\$ (50.00) [1]
Adjusted Book Balance			<u>\$ 36,900.00</u>

Prepared by: _____ Date _____

Reviewed by: _____ Date _____

[1] Reconciling items.

Liquid Assets Log Example

Liquid Asset Disbursement/Usage Log

Type: Gift Cards to ABC, Inc. Grocery Store

January 202X

Data Issued	Liquid Asset No.	Purpose/ Description	Quantity	Amount	Authorized by	Recipient	Recipient Signature
Beginning Liquid Assets on Hand			25	\$ 500			
1/1/202X	XX-XXXX-X1	Gift card for client	1	\$ 20	John Smith	Jane Doe	<i>Jane Doe</i>
1/10/202X	XX-XXXX-X2	Gift card for client	1	\$ 20	John Smith	Robert Jones	<i>Robert Jones</i>
1/25/202X	XX-XXXX-X3	Gift card for client	2	\$ 40	John Smith	Jane Doe	<i>Jane Doe</i>
1/26/202X	XX-XXXX-X4	Gift card for client	1	\$ 20	John Smith	Robert Jones	<i>Robert Jones</i>
Total Disbursed/Used			5	\$ 100			
Ending Liquid Assets on Hand			20	\$ 400			

Liquid Asset Custodian Signature

Date _____

Liquid Asset Log Reviewer Signature

Date

Indirect Cost Allocation Methods Examples

D.1 - Simplified Allocation Method Example

ABC, Inc. operates two programs, uses direct salaries as their distribution base for indirect costs, and reported the following costs:

Agency-wide Indirect Costs	\$250,000
Program A Direct Salaries	\$100,000
Program B Direct Salaries	\$900,000

Step 1: Classify all costs as either direct or indirect (as indicated above).

Step 2: Calculate the indirect cost rate by dividing the total indirect costs by total direct salaries.

Indirect Costs	\$250,000	
Total Direct Salaries	\$1,000,000	= \$100,000 + \$900,000
Indirect Cost Rate	25%	= $\frac{\$250,000}{\$1,000,000}$

Step 3: Allocate indirect costs to each program by multiplying the indirect cost rate by the direct salaries for each respective program.

Indirect Costs Allocated to Program A	\$25,000	= \$100,000 x 25%
Indirect Costs Allocated to Program B	\$225,000	= \$900,000 x 25%

D.2 - Direct Allocation Method Example

ABC, Inc. operates two programs and conducts fundraising activities. The Agency uses square footage as their distribution base for shared facility rent and maintenance costs and direct costs as their distribution base for indirect costs. ABC, Inc. reported the following costs:

General Administration and General Expenses (Indirect Costs)	\$250,000
Shared Costs: Facility Rent and Maintenance	\$150,000
Program A Direct Costs	\$100,000
Program B Direct Costs	\$850,000
Fundraising Direct Costs	\$50,000

Step 1: Separate costs into three basic categories:

- General Administration and General Expenses (Indirect Costs)
- Direct Programs and Activities
- Fundraising

Step 2: Calculate the percentage of square footage occupied by each program and activity. ABC, Inc.'s facilities have a total of 4,000 square feet and the Agency determined Program A occupies 2,800 square feet, Program B occupies 1,000 square feet, and fundraising activities occupies 200 square feet, respectively.

Program A Square Footage	2,800	70%
Program B Square Footage	1,000	25%
Fundraising Square Footage	200	5%
Total Square Footage	4,000	100%

Step 3: Allocate the shared facility rent and maintenance costs based on the percentage of square footage used by each program and activity.

Shared Costs: Facility Rent and Maintenance	\$150,000	
Shared Costs Allocable to Program A	\$105,000	= \$150,000 x 70%
Shared Costs Allocable to Program B	\$37,500	= \$150,000 x 25%
Shared Costs Allocable to Fundraising	\$7,500	= \$150,000 x 5%

Step 4: Calculate the total direct costs for each program and activity by adding the direct costs to the shared costs allocated to each respective program.

Program A Direct Costs	\$100,000
+ Program A Shared Costs	\$105,000
Total Program A Direct Costs	\$205,000
Program B Direct Costs	\$850,000
+ Program B Shared Costs	\$37,500
Total Program B Direct Costs	\$887,500
Fundraising Direct Costs	\$50,000
+ Fundraising Shared Costs	\$7,500
Total Fundraising Direct Costs	\$57,500

Step 5: Calculate the indirect cost rate by dividing the total indirect costs by total direct costs.

Total Indirect Costs	\$250,000	
Total Direct Costs	\$1,150,000	= \$205,000 + \$887,500 + \$57,500
Indirect Cost Rate	21.74%	= $\frac{\$250,000}{\$1,150,000}$

Step 6: Allocate indirect costs to each program and activity by multiplying the indirect cost rate by the total direct costs for each respective program and activity.

Indirect Costs Allocable to Program A	\$44,565	= \$205,000 x 21.74%
Indirect Costs Allocable to Program B	\$192,935	= \$887,500 x 21.74%
Indirect Costs Allocable to Fundraising	\$12,500	= \$57,500 x 21.74%

D.3 - Multiple Allocation Base Method Example

ABC, Inc. operates two programs and conducts fundraising activities. The Agency uses square footage as their distribution base for indirect facilities costs and modified total costs⁽¹⁾ as their distribution base for indirect administration costs. ABC, Inc. reported the following costs:

- (1) *Modified total costs (MTC) are the modified total direct costs (MTDC) plus allocated indirect costs. MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 (effective October 1, 2024) 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 \$50,000 (effective October 1, 2024).*

Indirect Depreciation	\$100,000
Indirect Interest	\$150,000
Indirect Operation and Maintenance Expenses	\$550,000
Indirect General Administration	\$700,000
Indirect General Expenses	\$500,000
Program A Modified Total Direct Costs	\$7,250,000
Program B Modified Total Direct Costs	\$1,500,000
Fundraising Modified Total Direct Costs	\$250,000

Step 1: Establish separate indirect cost groupings based on the benefits provided to the programs and activities. The cost groupings are classified within two broad categories, "Facilities" and "Administration", and should include the following indirect cost pools:

Facilities

- Depreciation
- Interest
- Operation and Maintenance Expenses

Administration

- General Administration and General Expenses

Indirect Facilities Costs

Indirect Depreciation	\$100,000
Indirect Interest	\$150,000
Indirect Operation and Maintenance Expenses	\$550,000
Total Indirect Facilities Costs	\$800,000

Indirect Administration Costs

Indirect General Administration	\$700,000
Indirect General Expenses	\$500,000
Total Indirect Administration Costs	\$1,200,000

Step 2: Calculate the percentage of square footage occupied by each program and activity. ABC, Inc.'s facilities have a total of 10,000 square feet and the Agency determined Program A occupies 5,000 square feet, Program B occupies 2,000 square feet, fundraising activities occupies 500 square feet, and administration occupies 2,500 square feet, respectively.

Program A Square Footage	5,000	50%
Program B Square Footage	2,000	20%
Fundraising Square Footage	500	5%
Administration Square Footage	2,500	25%
Total Square Footage	10,000	100%

Step 3: Allocate "Facilities" costs to all benefiting programs and activities based on the percentage of square footage used by each program and activity.

Indirect Facilities Costs Allocated to Program A	\$400,000	= \$800,000 x 50%
Indirect Facilities Costs Allocated to Program B	\$160,000	= \$800,000 x 20%
Indirect Facilities Costs Allocated to Fundraising	\$40,000	= \$800,000 x 5%
Indirect Facilities Costs Allocated to Administration	\$200,000	= \$800,000 x 25%

Step 4: Calculate the modified total costs for each program and activity to allocate indirect administration costs by adding the MTDC to the allocated indirect costs calculated above.

Program A - MTDC	\$7,250,000
+ Indirect Facilities Costs Allocated to Program A	\$400,000
Program A - MTC	\$7,650,000
Program B - MTDC	\$1,500,000
+ Indirect Facilities Costs Allocated to Program B	\$160,000
Program B - MTC	\$1,660,000
Fundraising - MTDC	\$250,000
+ Indirect Facilities Costs Allocated to Fundraising	\$40,000
Fundraising - MTC	\$290,000
Program A - MTC	\$7,650,000
Program B - MTC	\$1,660,000
Fundraising - MTC	\$290,000
Total MTC	\$9,600,000
Program A - MTC	\$7,650,000
Program B - MTC	\$1,660,000
Fundraising - MTC	\$290,000
Total MTC	\$9,600,000

Step 5: Calculate the total indirect administration costs.

Indirect Administration Costs	\$1,200,000
+ Indirect Facilities Costs Allocated to Administration	\$200,000
Total Indirect Administration Costs	\$1,400,000

Step 6: Calculate the indirect cost rate by dividing the total administration costs by the total modified costs.

Total Administration Costs	\$1,400,000
÷ Total MTC	\$9,600,000
Indirect Cost Rate	14.58%

Step 7: Allocate "Administration" costs to all benefiting programs and activities based on modified total costs.

Indirect Administration Costs Allocated to Program A	\$1,115,625	= \$7,650,000 x 14.58%
Indirect Administration Costs Allocated to Program B	\$242,083	= \$1,660,000 x 14.58%
Indirect Administration Costs Allocated to Fundraising	\$42,292	= \$290,000 x 14.58%

D.4 - Negotiated Indirect Cost Rate Example

ABC, Inc. operates two programs and has a negotiated indirect cost rate. The negotiated indirect cost rate agreement indicates the Agency's indirect cost rate is 15% and the distribution base is total direct costs excluding capital expenditures and equipment. ABC, Inc. reported the following costs:

	Program A	Program B
Salaries	\$ 2,000,000	\$ 1,250,000
Benefits	\$ 1,100,000	\$ 400,000
Capital Expenditures	\$ -	\$ 200,000
Equipment	\$ 60,000	\$ 15,000
Travel	\$ 40,000	\$ 25,000
Materials and Supplies	\$ 60,000	\$ 35,000
Total Direct Costs	\$ 3,260,000	\$ 1,925,000

Step 1: Calculate the direct costs distribution base for each program as required by the negotiated indirect cost rate agreement.

	Program A	Program B
Salaries	\$ 2,000,000	\$ 1,250,000
Benefits	\$ 1,100,000	\$ 400,000
Travel	\$ 40,000	\$ 25,000
Materials and Supplies	\$ 60,000	\$ 35,000
Direct Costs Base ⁽¹⁾	\$ 3,200,000	\$ 1,710,000

⁽¹⁾ Direct cost base does not include capital expenditures and equipment.

Step 2: Calculate the indirect costs charged to each program by multiplying the direct costs base for each respective program by the negotiated indirect cost rate.

	Program A	Program B
Direct Cost Base	\$ 3,200,000	\$ 1,710,000
x Indirect Cost Rate	15%	15%
Indirect Costs Charged	\$ 480,000	\$ 256,500

D.5 - De Minimis Rate Example

ABC, Inc. operates two programs and reported the following direct costs:

	Program A	Program B
Salaries	\$ 750,000	\$ 100,000
Benefits	\$ 250,000	\$ 20,000
Equipment	\$ 50,000	\$ 5,500
Travel	\$ 20,000	\$ 7,000
Materials and Supplies	\$ 40,000	\$ 4,000
Rent	\$ 60,000	\$ 12,000
Total Direct Costs	\$ 1,170,000	\$ 148,500

Step 1: Calculate the modified total direct costs (MTDC)⁽¹⁾ for each program.

- ⁽¹⁾ MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 (effective October 1, 2024) 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 \$50,000 (effective October 1, 2024).

	Program A	Program B
Salaries	\$ 750,000	\$ 100,000
Benefits	\$ 250,000	\$ 20,000
Travel	\$ 20,000	\$ 7,000
Materials and Supplies	\$ 40,000	\$ 4,000
MTDC⁽¹⁾	\$ 1,060,000	\$ 131,000

- ⁽¹⁾ MTDC does not include the costs of equipment and rent.

Step 2: Calculate the indirect costs charged to each program by multiplying the MTDC for each respective program by the 15% de minimis rate (effective October 1, 2024)

	Program A	Program B
MTDC	\$ 1,060,000	\$ 131,000
x De Minimis Rate	15%	15%
Indirect Costs Charged	\$ 159,000	\$ 19,650

EXHIBIT E1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor shall ensure that this certification is executed and kept in employee's personnel file and must be provided to the County upon request. (Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor shall ensure that this certification is executed and kept in non-employee's file and must be provided to the County upon request. (Work by the non-employee cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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 shall 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 shall 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 shall 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 shall 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 shall:

- 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 shall 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 shall 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 shall 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 shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall 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 shall 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 shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall 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 shall 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 shall 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 shall also apply to all Subcontractors and third parties. The Contractor or third party shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall (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 shall 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 shall 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 shall 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 shall 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.

- 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 shall 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 shall:

- 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 shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Nadeem Ahmad
Departmental Information Security Officer
12440 E. Imperial Hwy
Norwalk, CA 90650
213-394-8295
ahman@dcfs.lacounty.gov

- 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall 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 shall 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 shall 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 shall 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 Contract shall 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 shall secure and maintain cyber liability insurance coverage with limits of at least \$_____ 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.

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

SAMPLE LINE ITEM BUDGET SHEET

Contractor's Name: _____

Service Category: _____

Date Prepared: _____

DIRECT COST (List each staff classification)

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

***FTE = Full Time Equivalent Positions**

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

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Payroll Taxes	\$ _____

Insurance (List Type/Coverage. See Sample Contract, Part II, Section 5.2, Insurance Coverage Requirements)

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

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

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

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

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

TOTAL MONTHLY COSTS \$ _____***Matching funds must be included in the line item budget and calculated into the fixed cost fee per series completed.**

GENERAL INSTRUCTIONS FOR COMPLETING YOUR BUDGET NARRATIVE

(See SAMPLE Budget Narrative Below)

All proposals must have a narrative attached to the budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained.

GENERAL INSTRUCTIONS:

The budget is comprised of both Budget Categories and Budget Line Items.

Budget Categories are the major classifications of expense shown on the Sample Line Item Budget Sheet: Payroll, Employee Benefits, Insurance, Indirect Cost, etc.

Budget Line Items are the individual cost items within each budget category. For example, budget line items within the Payroll category are the individual positions to be funded under this Contract.

The budget narrative must provide clear and complete descriptions that: (1) explain the purpose of each budget line item; (2) how the line item is directly connected to the provision of a given service; (3) the dollar amount requested for the item; and (4) the methodology used to calculate the amount, etc. For example:

<u>BUDGET AMOUNT</u>	<u>DESCRIPTION</u>
\$12,000	Contractor's Program Manager: This position will provide administrative supervision to the Program staff on this Contract and will be responsible for administering the Contract in accordance with the Statement of Work. The total amount requested for this line item is \$12,000 (\$2,500/mo x .40 x 12 months).

The methodology in the above example is calculated by multiplying each item, from left to right, as follows:

Monthly Salary (Total Monthly Salary for this Position)	Percent of Time (Allocated to Work on this Contract)	Number of Months (Allocated to Work on this Contract)
\$2,500	40%	12

The Budget Narrative must include all of the proposed budget line items within that budget category. For example, the narrative for "Payroll" or "Salaries" must include a description of each position to be funded under the contract. Use the same budget categories from your actual "Line Item Budget" in writing the narrative.

**USER COMPLAINT REPORT
THPP-NMD SERVICES**

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

Date of Report: _____ DCFS User Name: _____
DCFS Office Address: _____
Phone No. _____ E-mail Address: _____
Date(s) of Incident(s): _____

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

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

To report an urgent/serious problem, call the THPP-NMD Program Manager at tel. no. (213) 351-0120.

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

PROBATION PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

PROBATION CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

DCFS PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

DCFS CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____
CONTRACT NO. _____

CONTRACTOR'S PROGRAM DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

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

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

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

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

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

A. Administrative Remedies

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

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

Limited to an additional 45 days, an Administrative Hold status may be extended for extenuating circumstances beyond the control of DCFS and Probation, with the understanding that the extension of the Administrative Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee.

3. **Investigative Hold Status** - COUNTY retains the right to temporarily suspend referrals of

children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during an investigation, monitoring, or audit, when based on prima facie evidence, DCFS or Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS and Probation, with the understanding that the extension of Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or non-compliance with a significant administrative, fiscal, or programmatic requirement of the Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Section 14.2 of the THPP and THPP-NMD Contracts. A Hold request must be approved by a Division Chief, or Bureau Chief.

4. **Do Not Refer (DNR) Status** - DNR refers to the suspension of new DCFS and Probation placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 14.1 of the THPP and THPP-NMD Contracts, and as further described in this Attachment. A DNR recommendation must be approved by a Deputy Director or a Deputy Chief.
5. **Do Not Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. DNU Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part I, Subsection 14.1 of the THPP and THPP-NMD Contracts, and as further described in this Attachment. A DNU recommendation must be approved by a Deputy Director or a Deputy Chief.
6. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief or a Bureau Chief.

B. Corrective Action Plan (CAP) Procedures

1. Any verbal notice that is given to CONTRACTOR to make needed corrections, requested by DCFS or Probation, that requires immediate action to resolve child safety issues (including safety of Non-Minor Dependents) shall include specific due dates, not to exceed beyond three calendar days. DCFS or Probation will provide written confirmation of the requested corrective action within three business days.
2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR's proposed CAP to DCFS and Probation within 30 calendar days from receipt of the written confirmation from DCFS or Probation (Contractor Notification Letter); the timeframe depends on the nature of the non-compliance. The CONTRACTOR's CAP is reviewed and approved by DCFS and Probation within 15 business days.

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

C. Administrative Hold Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail 15 business days prior to the effective date of DCFS or Probation's (or both) intention to place CONTRACTOR on an Administrative Hold for Administrative reasons not related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the Notice of Intent letter to place the CONTRACTOR on Administrative Hold.
2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Probation Director, Probation Senior Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

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

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

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

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

1. COUNTY will notify CONTRACTOR in writing via electronic mail within 72 hours of DCFS or Probation's (or both) decision to place CONTRACTOR on an Investigative Hold, Hold, DNR, or DNU for reasons related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the written notice of placement on an Investigative Hold, Hold, DNR, or DNU. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold, DNR, or DNU Status. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, Director, or higher level, other COUNTY (DCFS, Probation, and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the

date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS or Probation interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

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

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

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

Revised 1/9/2018

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (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.

- ☐ Vendor 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 Vendor 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

- ☐ Vendor 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: _____

Printed Name: _____ Title: _____

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (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)

**PLACEHOLDER FOR
CDSS COMMUNITY CARE LICENSING FOR TRANSITIONAL
HOUSING PLACEMENT PROGRAM FOR NON-MINOR
DEPENDENTS**

PAYMENT RESOLUTION NOTIFICATION

INSTRUCTIONS:

Complete one request per minor

FAX to the DCFS Payment Resolution Unit at (626) 691-1136

Mail to Revenue Enhancement at 725 S. Grand Ave., Glendora, CA 91740

An annotated copy will be returned for your records when the payment discrepancy is resolved

VENDOR INFORMATION		PAYMENT DISCREPANCY
Date of Request		Payment Months in question
Vendor or Name		<input type="checkbox"/> Incorrect rate <input type="checkbox"/> Birth date rate change <input type="checkbox"/> First payment was not received <input type="checkbox"/> Start date discrepancy <input type="checkbox"/> Stop date discrepancy <input type="checkbox"/> Clothing Allowance <input type="checkbox"/> Other payment problems
Vendor Number		
Contact Person		
Telephone Number		
<u>CHILD'S INFORMATION</u>		
Child's Name		
Child's Birth date		
Child's Case Number		
<u>PLACEMENT INFORMATION</u>		
To expedite your payment request please answer the following information:		
The child was placed by: <input type="checkbox"/> DCFS <input type="checkbox"/> Probation		<u>RESOLUTION/COMMENTS</u> Completed by DCFS Staff
Did you receive a Blue Placement Packet from the CSW? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Have you ever received a payment for this child? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Did you send in a voucher for requested payment? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Rate Amount: _____		
Beginning Date of Placement: _____		
Ending Date of Placement: _____		

Eligibility Worker: _____ Date: _____

Telephone Number: _____

**PLACEHOLDER FOR
CDSS TRANSITIONAL HOUSING PLACEMENT PROGRAM
OR TRANSITIONAL HOUSING PLACEMENT PROGRAM
FOR NON-MINOR DEPENDENTS
RATE NOTIFICATION LETTER**



Department of the Treasury
Internal Revenue
Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment

Certificate, is no longer in use.

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

THPP-NMD (AGENCY)

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

THPP-NMD SERVICE SITE(S) (FACILITY)

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

(Please make additional copies of this form if necessary)

FOSTER CARE PROGRAMS COST DATA REPORT

This form is to collect actual allowable and reasonable cost information for the foster care (FC) program(s). The cost data reported must be consistent with Non-Federal Entity's (NFE) calendar or fiscal year audit period and should agree with the total foster care program expenditure reported on the financial audit report (Column A). If the NFE provides other services (for example: day care, on-site education, adult services, transitional housing, etc.), costs must be allocated to the appropriate activity and only the allowable FC program costs are to be reported. Describe the methodology used to allocate costs if other than the standard allocation methodology indicated in current regulations (MPP Section 11-402.8 et seq.) **NOTE:** A separate cost report form must be completed for **each** program operated by the NFE.

Number of AFDC-FC children/youth placed during the reporting period (served at least 14 days or more in a month).....

CORPORATE NAME:		PROGRAM NAME (FFA, STRTP, GH, ETC.)		PROGRAM NUMBER	CORPORATE NUMBER	CORP. FISCAL YEAR (MO/YR-MO/YR)	
		A	B	C	D	E	F
COST GROUPS		TOTAL PROGRAM AND OPERATION COSTS	OFFSETS (From other funding sources i.e. donation)	NET PROGRAM AND ADMIN COSTS (A - B)	PROGRAM COSTS	ADMIN, MANAGEMENT, AND GENERAL (C - D)	PERCENTAGE OF TOTAL COSTS
I. Personnel Costs							
<i>Salary and Wages</i>							
1	Executive Director	\$ 25.00	\$ (5.00)	\$ 20.00	\$ 10.00	\$ 10.00	2.63%
2	Assistant Director	25.00	(5.00)	20.00	10.00	10.00	2.63%
3	Program Director & Administrator	25.00	(5.00)	20.00	10.00	10.00	2.63%
4	Recruitment or Training	25.00	(5.00)	20.00	10.00	10.00	2.63%
5	Direct Care Staff	25.00	(5.00)	20.00	10.00	10.00	2.63%
6	First Line Supervisor	25.00	(5.00)	20.00	10.00	10.00	2.63%
7	Administrative Support Staff	25.00	(5.00)	20.00	10.00	10.00	2.63%
8	Client Support Staff	25.00	(5.00)	20.00	10.00	10.00	2.63%
9	Social Worker Payroll and/or Social Worker Contracts	25.00	(5.00)	20.00	10.00	10.00	2.63%
10	Social Worker Supervisor	25.00	(5.00)	20.00	10.00	10.00	2.63%
11	Other Personnel Costs (attach detail)	25.00	(5.00)	20.00	10.00	10.00	2.63%
Sub-total Salary & Wages		\$ 275.00	\$ (55.00)	\$ 220.00	\$ 110.00	\$ 110.00	28.95%
<i>Fringe Benefits and Payroll Taxes</i>							
12	Payroll Taxes	\$ 25.00	\$ (5.00)	\$ 20.00	\$ 10.00	\$ 10.00	2.63%
13	Health, Dental, Vision, Etc.	25.00	(5.00)	20.00	10.00	10.00	2.63%
14	Retirement	25.00	(5.00)	20.00	10.00	10.00	2.63%
15	Workers' Compensation Insurance	25.00	(5.00)	20.00	10.00	10.00	2.63%

CORPORATE NAME:		PROGRAM NAME (FFA, STRTP, GH, ETC.)		PROGRAM NUMBER	CORPORATE NUMBER	CORP. FISCAL YEAR (MO/YR-MO/YR)	
COST GROUPS		A	B	C	D	E	F
		TOTAL PROGRAM AND OPERATION COSTS	OFFSETS (From other funding sources i.e. donation)	NET PROGRAM AND ADMIN COSTS (A - B)	PROGRAM COSTS	ADMIN, MANAGEMENT, AND GENERAL (C - D)	PERCENTAGE OF TOTAL COSTS
16	Other Costs (attach detail)	25.00	(5.00)	20.00	10.00	10.00	2.63%
Sub-total Fringe Benefits & Payroll Taxes		\$ 125.00	\$ (25.00)	\$ 100.00	\$ 50.00	\$ 50.00	13.16%
Total Personnel Costs		\$ 400.00	\$ (80.00)	\$ 320.00	\$ 160.00	\$ 160.00	42.11%
II. Operational Costs							
17	Accreditation Expense	\$ 25.00	\$ (5.00)	\$ 20.00	\$ 10.00	\$ 10.00	2.63%
19	Amortization Expense	25.00	(5.00)	20.00	10.00	10.00	2.63%
18	Conference, Meetings, In-service Training	25.00	(5.00)	20.00	10.00	10.00	2.63%
19	Depreciation Expense	25.00	(5.00)	20.00	10.00	10.00	2.63%
20	Dues, Membership, and Subscriptions	25.00	(5.00)	20.00	10.00	10.00	2.63%
20	Equipment Leases	25.00	(5.00)	20.00	10.00	10.00	2.63%
21	Insurance	25.00	(5.00)	20.00	10.00	10.00	2.63%
21	Licenses and Permits	25.00	(5.00)	20.00	10.00	10.00	2.63%
22	Office, Postage and Printing Expense	25.00	(5.00)	20.00	10.00	10.00	2.63%
22	Professional & Auditing Fees	25.00	(5.00)	20.00	10.00	10.00	2.63%
23	Repairs & Maintenance	25.00	(5.00)	20.00	10.00	10.00	2.63%
23	Shelter Costs - Building Rent & Leases	25.00	(5.00)	20.00	10.00	10.00	2.63%
24	Shelter Costs - Mortgage Interest, Tax, and Insurance	25.00	(5.00)	20.00	10.00	10.00	2.63%
24	Telephone	25.00	(5.00)	20.00	10.00	10.00	2.63%
25	Recruitment or Training Expense	25.00	(5.00)	20.00	10.00	10.00	2.63%
25	Resource Family Approval	25.00	(5.00)	20.00	10.00	10.00	2.63%
26	Utilities	25.00	(5.00)	20.00	10.00	10.00	2.63%
26	Vehicles & Transportation Expense	25.00	(5.00)	20.00	10.00	10.00	2.63%
27	Other Operational Costs (attach detail)	25.00	(5.00)	20.00	10.00	10.00	2.63%
Total Operational Costs		\$ 475.00	\$ (95.00)	\$ 380.00	\$ 190.00	\$ 190.00	50.00%
III. Services Costs							

CORPORATE NAME:		PROGRAM NAME (FFA, STRTP, GH, ETC.)		PROGRAM NUMBER	CORPORATE NUMBER	CORP. FISCAL YEAR (MO/YR-MO/YR)	
COST GROUPS		A	B	C	D	E	F
		TOTAL PROGRAM AND OPERATION COSTS	OFFSETS (From other funding sources i.e. donation)	NET PROGRAM AND ADMIN COSTS (A - B)	PROGRAM COSTS	ADMIN, MANAGEMENT, AND GENERAL (C - D)	PERCENTAGE OF TOTAL COSTS
28	Total Paid to Certified Family Homes	\$ 25.00	\$ (5.00)	\$ 20.00	\$ 10.00	\$ 10.00	2.63%
29	Family Engagement & Support	25.00	(5.00)	20.00	10.00	10.00	2.63%
30	Other Direct Service Costs (attach detail)	25.00	(5.00)	20.00	10.00	10.00	2.63%
Total Services Costs		\$ 75.00	\$ (15.00)	\$ 60.00	\$ 30.00	\$ 30.00	7.89%
TOTAL		\$ 950.00	\$ (190.00)	\$ 760.00	\$ 380.00	\$ 380.00	100.00%
CDSS USE ONLY							

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CONTRACTS ADMINISTRATION DIVISION FEDERAL
AWARD INFORMATION (2CFR 200.332) FISCAL
YEAR 2024-2025

1. Date of Notification: _____ 2. Sub recipient Name: _____
3. Contract Number: _____ 4. Federal Award Identification Number (FAIN): _____
5. Federal Award Date: _____ 6. Sub award Period of Performance: _____
7. Sub award Budget Period: _____
8. Amount of Federal funds obligated by the pass-through entity: _____
9. Amount of Federal funds obligated to the subrecipient by the pass-through entity include the current obligation: _____
10. Total Amount of Federal Award committed to the subrecipient: _____
11. Federal Award Project description as required by FFATA: _____
12. Name of Federal Awarding Agency: _____ Agency's Assistance Listing Number: _____
(Formerly Catalog of Federal Domestic Assistance)
13. Does Sub recipient have an Aid to Families with Dependent Children – Foster Care Rate Letter? Yes _____ No _____
- If yes, provide the Sub recipient's AFDC-FC Program Number: _____
- (Sub recipient must use the federal sharing ratios, provided and updated annually by the California Department of Social Services when calculating and reporting their Federal Revenue).
- Agency Representative please complete: Agency's Unique Entity ID: _____
14. I confirm that the following AFDC-FC Program Number is correct: _____
15. Indirect Cost Rate letter: Yes _____ No _____
16. **Acknowledgment:** As pursuant to CFR Section 200.332(a)(1)(xiii), this is to acknowledge that (Agency's Legal Name): _____ does not engage in any Research and Development under this contract.

Agency's representative (Print Name)_____
Signature_____
Title_____
Date_____
Agency's representative (Print Name)_____
Signature_____
Title_____
Date

Los Angeles County THPP- NMD Contract Annual Revenue and Expenditure Report					
Contractor Name:					
Contract Number	Contractor Fiscal Year (MO/YR - MO/YR)	Number of L.A County Children	Total Number of Children	L.A. County Child Days of Care	Total Child Days of Care
A. Contract Revenues					Total
1 AFDC-FC Revenues					
B. Expenditures			Program Costs	Offsets	Final Costs
1a	Executive Director Salary				
1b	Assistant Director Salary				
1c	Administrator Salary				
1d	All Other Administrative Salaries				
2	Recruitment Payroll				
3	Training Payroll				
4	Administrative Contracts				
5	Telephone				
6	Postage and Freight				
7	Office Supplies				
8	Conferences, Meetings, and In-Service Training				
9	Memberships, Subscriptions, and Dues				
10	Printing and Publications				
11	Bonding and Contractually Required Insurance Premiums				
12	Advertising				
13	Miscellaneous				
14	Building and Equipment Payroll				
15	Building Rents and Leases				
16	Mortgage Acquisition Costs, Depreciation, and Interest				
17	Property Appraisal Fees				
18	Property Taxes				
19	Equipment and Property Insurance not included in 11 above.				
20	Utilities				
21	Building Maintenance				
22	Building and Equipment Contracts				
23	Building and Equipment Supplies				
24	Equipment Leases				
25	Equipment Depreciation Expense				
26	Expendable Equipment				
27	Building and Equipment Miscellaneous				
28	Vehicle Leases				
29	Vehicle Depreciation				
30	Vehicle Operating Costs				
31	Total Paid to Certified Family Homes				
32	Other Child-Related Costs, Not Provided by Certified Family Homes				
33	Social Worker Payroll				
34	Direct Care Contracts				
35	Total Expenditures				
C. Current Unexpended AFDC-FC Funds or Current Deficit (Section A Line 1 Less Section B Line 35)					
D. Unexpended AFDC-FC Funds or Deficit from Prior Fiscal Years.					
E. Total Accumulated Unexpended AFDC-FC Funds (TAUF) or Accumulated Deficit (Add Lines C and D)					
F. Contract Expenditures for Three Most Current Months in Report Fiscal Year					
If Section E is greater than Section F, submit a plan along with this report to DCFS describing how the Contractor plans to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs.					

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 the Agency's accounting records, and that all AFDC-FC monies received for the purposes of this program were spent in accordance with the contract program requirements, the agreement and all applicable Federal, State, and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et. seq.

Executive Director	Signature	Date

Board Treasurer	Signature	Date

**Department of Children and Family Services and the Probation Department
THPP-NMD Contract
Annual Revenue and Expenditure Report**

INSTRUCTIONS FOR COMPLETING ANNUAL REVENUE AND EXPENDITURE REPORT

The following are the instructions for completing the Department of Children and Family Services (DCFS) and Probation Department Annual Revenue and Expenditure Report:

Provide Identifying Information:**Contractor Name**

Enter the Corporate:

Enter the Licensee's name:

Contract Number

Enter the contract number for the County Program

Enter the Aid to Families for Dependent Children Foster Care Rate Program Number:

Contractor Fiscal Year

Enter the Contractor's most recently completed fiscal year. This is also referred to as the Contractor's reporting period.

Number of County of Los Angeles placed children and youth

Enter the total number of County of Los Angeles County DCFS placed children the Contractor provided Transitional Housing Placement program (THPP-NMD) Contract services to in the reporting period.

Enter the total number of County of Los Angeles Probation placed youth the Contractor provided Transitional Housing Placement program (THPP-NMD) Contract services to in the reporting period.

Enter the total number of County of Los Angeles Non-Minor Dependents the Contractor provided Transitional Housing Placement program (THPP-NMD) services to in the reporting period.

Total Number of Children

Enter the total number of children the Contractor provided Transitional Housing Placement program (THPP-NMD) services to in the reporting period.

County of Los Angeles days of care

Enter the total days of care provided to all County of Los Angeles placed children, youth and NMDs by the Contractor's Transitional Housing Placement program (THPP-NMD) Program during the reporting period.

Total Child Days of Care

EXHIBIT V

Enter the total days of care provided to all children, youth and NMDs placed with the Contractor's Transitional Housing Placement program (THPP-NMD) Program during the reporting period.

Report County Program Revenues and Expenditures:

For the Annual Revenue and Expenditure Report, revenues and expenditures should be reported based on revenues earned and costs incurred during the reporting period. All revenues and expenditures reported must be traceable to the Contractor's accounting records. Expenditures used directly on the Contractor's program or allocable as shared or indirect expenses to the Contractor's Program cannot be excluded solely for reporting purposes on the Annual Revenue and Expenditure Report.

A. Revenue

AFDC-FC-Transitional Housing Placement program (THPP-NMD) Revenue

Report the total of all AFDC-FC Transitional Housing Placement program (THPP-NMD) payments received for children, youth and NMDs placed by the County of Los Angeles.

Please make a separate notation of all money received for clothing or any other non-AFDC-FC funds received during the reporting period.

B. Expenditures

Program Costs Incurred For each line item cost, enter total program expenditures that were incurred during the Contractor's fiscal year related to the County Program. Total program expenditures include expenditures that were directly used for or allocated to the County Program. Program expenditures should be allocated in accordance with requirements contained in Sections 25.2 and 25.3 of the Contract. If a cost item is shared among two or more programs, enter only the amount that can be attributed to County of Los Angeles placed children,

youth or NMDs to operate the Transitional Housing Placement program (THPP-NMD) Program.

Offsets

For each line item cost, enter total non-Program funds that were expended for program expenditures during the Contractor's fiscal year. For example, if the Contractor incurred unallowable program expenditures for the County Program, but used non-Program funds to cover the expenditures, then include the non-Program funds expended in the offsets. Enter only the amount used for services provided to County of Los Angeles placed children, youth and NMDs.

Final Costs

For each line item cost, subtract offsets from Program costs to obtain final costs charged to the County program.

The following is an explanation for completing each expenditure line item:

1a. Chief Executive Officer's Salary

Report all payroll costs for the Chief Executive Officer, include all payroll, payroll taxes and employee benefits as applicable.

1b. Assistant/Associate/Other Corporate Officers Salary

EXHIBIT V

Report all payroll costs for the Assistant/Associate and all other Corporate Officers salary. Include all payroll, payroll taxes and employee benefits as applicable.

1c. Foster Family Agency Program Administrator Salary

Report all payroll costs for the Administrator(s). Include all payroll, payroll taxes and employee benefits as applicable.

1d. Mental Health Service Head

Report all costs for the Mental Health Service Head (s). Include any applicable payroll, payroll taxes and employee benefits, or an Independent Contractor costs as applicable.

1e. All Other Administrative Salaries

Report all payroll costs for the all other administrative staff. Include all payroll, payroll taxes and employee benefits as applicable.

2. Recruitment Payroll

Report all payroll costs for recruitment staff, please specify the difference between Resource Family Recruiters and employee and staff recruitment costs.

3. Training Costs

Report all costs for all training, both employees and independent contractors.

4. Administrative Contracts

Legal, consulting or other contract fees related to the program.

5. Communication devices telephone, cell phones, Internet Access remote electronic devises,

Report all costs related to telephone, cell phone, internet access and remove electronic devices, computers, tablets, i-pads, e.g.

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 and 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 and Contractually Required Insurance Premiums

Report all costs incurred for bonding and contractually required insurance premiums.

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. Mortgage Acquisition Costs, Depreciation, and Interest

Report all costs related to acquisition of a mortgage, depreciation 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. Equipment and Property Insurance not included in 11 above.

Report all costs incurred for equipment and property insurance not included in 11 above.

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/purchase

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 Certified Foster Parents (CFPs) or to Approved Resource Families

Report all payments made to either CFPs or to Approved Resource Families.

32. Other Child-Related Costs

Report all other child related costs incurred by the Transitional Housing Placement program (THPP-NMD) to provide services to the placed children, youth or NMDs. Do not include payments made to CFPs or Approved Resource Families (reported in line 31).

33. Social Worker Payroll

Report all social worker payroll costs. Include payroll, payroll taxes, and benefits as applicable.

34. Direct Care Contracts

Report any direct care contract costs not identified elsewhere.

35. Total Contract Expenditures

The total of allowable contract expenditures related to the care and services of placed Los Angeles County children reported by the Agency in Section B, Lines 1 through 34.

C. Current Unexpended AFDC-FC Funds or Current Deficit

The difference between Total Los Angeles County AFDC-FC Revenues (Section A, Line 1) and Total Contract Expenditures (Section B, Line 35)

D. Unexpended AFDC-FC Funds or Deficit from the most recent prior Fiscal Year

For the Contractor's prior fiscal year, were there unexpended AFDC-FC funds? If yes, please enter the total amount. Or was there a deficit, if yes, please enter that total amount.

E. Total Accumulated Unexpended AFDC-FC Funds (TAUF) or Accumulated Deficit

The total of Sections C and D.

Agency Certification

Upon completing the Annual Revenue and Expenditure Report, the Chief Executive Officer, Chief Financial Officer or equivalent and the Board Treasurer must sign and date the report at the bottom. By signing this form, the Chief Executive Officer, Chief Financial Officer and Board Treasurer are 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 County of Los Angeles AFDC-FC program funds were spent in accordance with County, State and Federal laws. The report must be submitted by the 120th calendar day after the end of the reporting period to:

Department of Children and Family Services
Contracts Administration Division
Fiscal Compliance Section
Email: CAD-Fiscal-Compliance@dcfs.lacounty.gov

APPENDIX B - REQUIRED FORMS

Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Minimum Mandatory Requirements
- 7) List of Contracts
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Intentionally Omitted
- 11) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 12) Service Delivery Site
- 13) Names of Current Members of Board of Directors/Other Agencies
- 14) Contractor's Certification of Compliance with Child, Spouse, and Family Support Order
- 15) Sample Line Item Budget and Narratives
- 16) Service Planning Area Reference Form
- 17) Certification of Fiscal Compliance
- 18) Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
- 19) Involvement in Litigation And/Or Contract Compliance Difficulties
- 20) Declaration

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<p>Select the options that best define your firm's business structure:</p> <p><input type="checkbox"/>Corporation <input type="checkbox"/>Limited Liability Company (LLC) <input type="checkbox"/>Limited Partnership <input type="checkbox"/>Sole Proprietorship <input type="checkbox"/>Non-Profit <input type="checkbox"/>Franchise <input type="checkbox"/>Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____</p> <p>State if Incorporation: _____ Year of Incorporation: _____</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____</p> <p>If other: Specify business structure name: _____</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>					
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: _____</p> <p>State of Incorporation or registration of parent firm: _____</p>				
4	<p>Has your firm done business as 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> <table style="width: 100%;"> <tr> <td style="width: 70%;">Name(s):</td> <td style="width: 30%; text-align: right;">Year(s) of Name Change</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>	Name(s):	Year(s) of Name Change		
Name(s):	Year(s) of Name Change					

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>	
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>
7	<p>List all names and contact information of all individuals legally authorized to commit the Proposer.</p>	

REQUIRED FORMS – EXHIBIT 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	<u>LACC 2.180</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification 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) _____	<u>Board Policy 5.065</u>	Check the Certification below that is applicable to your company. <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. OR <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.
6	Attestation of Willingness to Consider Gain/Grow Participants	<u>Board Policy 5.050</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <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.
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption:

REQUIRED FORMS – EXHIBIT 3

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Vendors requesting preference consideration must complete and include this form in their SOQ. Vendors may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 4
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
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:	_____
Name of Entity:	_____
Address:	_____
Contact:	_____
Telephone:	_____
Email:	_____
Termination Date:	_____
Name/Contract No:	_____
Reason for Termination:	_____

Service:	_____
Name of Entity:	_____
Address:	_____
Contact:	_____
Telephone:	_____
Email:	_____
Termination Date:	_____
Name/Contract No:	_____
Reason for Termination:	_____

Service:	_____
Name of Entity:	_____
Address:	_____
Contact:	_____
Telephone:	_____
Email:	_____
Termination Date:	_____
Name/Contract No:	_____
Reason for Termination:	_____

Instructions for Completing Exhibit 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.

Section 1: FIRM/ORGANIZATION INFORMATION	
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 – EXHIBIT 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			%	%	
American Indian			%	%	
Filipino			%	%	
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.				
		<div><input type="checkbox"/> Check if not applicable</div>				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

Prospective Contractor acknowledges and certifies that it meets and will comply with the Minimum Mandatory Requirements indicated below and as stated in Paragraph 3.0 (Minimum Mandatory Requirements), of this Request for Statement of Qualifications (RFSQ).

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Prospective Contractor must have a minimum of four (4) years of experience, within the last six (6) years as a Transitional Housing provider, or four (4) years' experience providing Case Management services to transition-aged youth (Foster/Probation Youth). The experience must include the provision of educational and employment support services to youth equivalent or similar to the services identified in the THPP-NMD Statement of Work.	<input type="checkbox"/>	<input type="checkbox"/>
2	Prospective Contractor must submit and maintain a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate a Transitional Housing Placement Program, and to provide Transitional Housing Placement Program for Non-Minor Dependents services in Los Angeles County; the facility address on the license must be within Los Angeles County.	<input type="checkbox"/>	<input type="checkbox"/>
3	Prospective Contractor must submit and maintain a CDSS THPP or THPP-NMD Rate Notification Letter from CDSS Foster Care Rates Bureau. Prospective Contractors who have received a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate a Transitional Housing Placement Program and to provide Transitional Housing Placement Program for Non-Minor Dependents services in Los Angeles County, but have not received a Rate Letter, may submit a copy of the SOC 179 Rate Application signed by the organization's Executive Director and submitted to CDSS.	<input type="checkbox"/>	<input type="checkbox"/>
4	Prospective Contractor must submit a non-profit determination letter from the Internal Revenue Service.	<input type="checkbox"/>	<input type="checkbox"/>
5	Prospective Contractor must submit a non-profit determination letter from the State of California Franchise Tax Board.	<input type="checkbox"/>	<input type="checkbox"/>

6	Prospective Contractor must submit a current certified Statement of Information from the California Secretary of State.	<input type="checkbox"/>	<input type="checkbox"/>
7	Prospective Contractor shall submit a Certificate of Status from the California Secretary of State.	<input type="checkbox"/>	<input type="checkbox"/>
8	Prospective Contractor shall have been in “Good Standing” with the County of Los Angeles Department of Children and Family Services, the County of Los Angeles Probation Department, any other County of Los Angeles department, CDSS CCLD, and other counties within the State of California for the past twenty-four months.	<input type="checkbox"/>	<input type="checkbox"/>
9	Prospective Contractor must not have been in a “Do-Not-Refer” or “Do-Not-Use” status, as defined in Attachment M, with the County of Los Angeles Department of Children and Family Services, the County of Los Angeles Probation Department, any other County of Los Angeles department, CDSS CCLD, or any other counties within the State of California.	<input type="checkbox"/>	<input type="checkbox"/>
10	Prospective Contractor does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department and remain unpaid for a period of 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.	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED - EXHIBIT 7
LIST OF CONTRACTS

Proposer's Name: _____

Provide a list of all public entities for which the Proposer has provided service within the last three (3) years. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

(All contracts with other governmental agencies including the County of Los Angeles must be listed)

<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>	<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>
<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>	<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>

<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>FIRM NAME: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>	<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>FIRM NAME: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>
<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>FIRM NAME: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>	<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>FIRM NAME: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>

REQUIRED- EXHIBIT 8
LIST OF REFERENCES

Proposer's Name: _____

Provide three (3) references where the same or similar scope of services were provided by the Proposer. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>	<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>
<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>	<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>
<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>	<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>
<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>	<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>CONTRACT AMT: _____</div> <div>AGENCY/DEPT: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>

REQUIRED FORMS – EXHIBIT 9
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.

REQUIRED FORMS – EXHIBIT 9
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.
- 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.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

- 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.

- 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.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

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 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 – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

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

Intentionally Omitted

REQUIRED FORMS**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Vendor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Vendor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Vendor further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Vendor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Vendor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Vendor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its proposal in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this solicitation.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Vendor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

SERVICE DELIVERY SITES

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

THPP-NMD (AGENCY)

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

THPP-NMD SERVICE SITE(S) (FACILITY)

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

(Please make additional copies of this form if necessary)

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

Legal Name of Agency: _____

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

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

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

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

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

Date

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

_____ do hereby certify that our
(Name of Proposer)

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

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

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

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

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

Date

SAMPLE LINE ITEM BUDGET SHEET

Contractor's
Name: _____

Service Category: _____ Date Prepared: _____

DIRECT COST (List each staff classification)

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

Total Salaries and Wages \$ _____

*FTE = Full Time Equivalent Positions

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

Total Benefits \$ _____

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

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

Total Payroll Taxes \$ _____

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

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

Total Insurance/Misc. S & S \$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

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

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

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

TOTAL MONTHLY COSTS \$ _____

** Attach a List of Cost Item Narratives

GENERAL INSTRUCTIONS FOR COMPLETING YOUR BUDGET NARRATIVE

(See SAMPLE Budget Narrative Below)

All proposals must have a narrative attached to the budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained.

GENERAL INSTRUCTIONS:

The budget is comprised of both Budget Categories and Budget Line Items.

Budget Categories are the major classifications of expense shown on the Sample Line Item Budget Sheet: Payroll, Employee Benefits, Insurance, Indirect Cost, etc.

Budget Line Items are the individual cost items within each budget category. For example, budget line items within the Payroll category are the individual positions to be funded under this Contract.

The budget narrative must provide clear and complete descriptions that: (1) explain the purpose of each budget line item; (2) how the line item is directly connected to the provision of a given service; (3) the dollar amount requested for the item; and (4) the methodology used to calculate the amount, etc. For example:

<u>BUDGET AMOUNT</u>	<u>DESCRIPTION</u>
\$12,000	Contractor's Program Manager: This position will provide administrative supervision to the Program staff on this Contract and will be responsible for administering the Contract in accordance with the Statement of Work. The total amount requested for this line item is \$12,000 (\$2,500/mo x .40 x 12 months).

The methodology in the above example is calculated by multiplying each item, from left to right, as follows:

Monthly Salary (Total Monthly Salary for this Position)	Percent of Time (Allocated to Work on this Contract)	Number of Months (Allocated to Work on this Contract)
\$2,500	40%	12

The Budget Narrative must include all of the proposed budget line items within that budget category. For example, the narrative for "Payroll" or "Salaries" must include a description of each position to be funded under the contract. Use the same budget categories from your actual "Line Item Budget" in writing the narrative.

REQUIRED FORMS
SERVICE PLANNING AREA PREFERENCE FORM

Proposer's Name: _____

Section A: Proposer's Authorized Person and Signatory (Identify the person authorized to sign and bind the contract on behalf of the agency)	
Name:	Title:
Email:	Phone Number:
Mailing address:	City, State, Zip Code:
Signature:	Date:

Instructions:

Check off at least one (1) Service Planning Area (SPA) where your agency has submitted a proposal, Section B below, and indicate the order of preference. The information below will be utilized to select a contract for those agencies that submit multiple proposals. The County retains the right to negotiate service planning areas based on Proposer's capacity and need.

Section B: Proposer must check off at least one (1) Service Planning Area where it is able to provide THPP-NMD services and indicate the order of preference.	
<input type="checkbox"/> SPA 1 – Preference #:	<input type="checkbox"/> SPA 5 – Preference #:
<input type="checkbox"/> SPA 2 – Preference #:	<input type="checkbox"/> SPA 6 – Preference #:
<input type="checkbox"/> SPA 3 – Preference #:	<input type="checkbox"/> SPA 7 – Preference #:
<input type="checkbox"/> SPA 4 – Preference #:	<input type="checkbox"/> SPA 8 – Preference #:

CERTIFICATION OF FISCAL COMPLIANCE

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

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

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

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

Date

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

_____ do hereby certify that our
(Name of Proposer)

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

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

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

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

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

Date

INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

(Legal Name of Agency)

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

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

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

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

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

REQUIRED FORMS – EXHIBIT 20

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN **EXHIBITS 1-20 IS TRUE AND CORRECT.**

PRINT NAME: Click or tap here to enter text.	TITLE: Click or tap here to enter text.
SIGNATURE:	DATE: Click or tap here to enter text.

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

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

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ Title: _____

<i>For County use only</i>

Date SRR Request Received by County: _____ Date Solicitation Released: _____
--

Reviewed by: _____

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 ("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

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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
Department of Children and Family Services (DCFS) and the
Probation Department
Transitional Housing Placement Program for Non-Minor Dependents
(THPP-NMD)
Plan of Operation Submission Guidelines**

The County of Los Angeles, Department of Children and Family Services and the Probation Department are seeking prospective providers for the Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD). All prospective providers that are interested in obtaining a contract with Los Angeles County must submit a copy of their County certified approval letter, along with a PDF copy of the agency Plan of Operation (POO). The County will only review plans from the programs that have completed the licensing process with Community Care Licensing (CCL) for contract consideration.

For unlicensed prospective providers, the County will review Plans of Operation (POO) from those prospective providers that wish to have their POO reviewed for county certification to continue the next step in the licensing process. All prospective providers that are interested in a THPP-NMD license with Los Angeles County must submit a PDF copy of the agency Plan of Operation (POO). Submission of POO from unlicensed providers does not guarantee certification or a contract with Los Angeles County for this solicitation.

Interested Parties Shall:

1. Be an established non-profit agency with a minimum of four (4) years of experience working with foster / probation foster Transition Age Youth (TAY), 18-21 years old.
2. Be able to meet County of Los Angeles contract requirements, which shall include but not be limited to the following:
 - Have a current THPP-NMD licensed issued by CDSS license. Proposer shall submit and maintain a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate and provide Transitional Housing Placement Program for Non-Minor Dependents services in Los Angeles County; the facility address on the license must be within Los Angeles County
 - Four (4) years of experience in the last six (6) years as a transitional housing provider,
 - Possess a current original certified Statement of Information from the California Secretary of State.
 - Possess a Certificate of Status from the California Secretary of State.
 - Possess a non-profit determination letter from the State of California Franchise Tax Board.
 - Possess a non-profit determination letter from the Internal Revenue Service (IRS) *To Enrich Lives Through Effective and Caring Service*

County of Los Angeles
Department of Children and Family Services (DCFS) and the
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Transitional Housing Placement Program for Non-Minor Dependents
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Plan of Operation Submission Guidelines

- Have a current THPP-NMD Rate Notification Letter from CDSS Foster Care Rates Bureau. Proposers who have received a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) license to operate and provide Transitional Housing Placement Program for Non-Minor Dependents services in Los Angeles County, but have not received a Rate Letter, may submit a copy of the SOC 179 Rate Application signed by the organization's Executive Director and submitted to CDSS
 - Be in "Good Standing" with all State and California County departments within the last twenty-four (24) months and have not been in "Do Not Refer" or "Do Not Use" status with any State or California County departments.
3. For unlicensed prospective providers, a CCL Orientation/Application Process Certificate of Completion signed by CCL indicating completion on Component I, (LIC 281C).
4. Be able to meet California Department of Social Services (CDSS) minimum requirement for THPP-NMD licensure:
- Four (4) years of experience providing case management/supportive services to TAY(Foster/Probation Foster). The experience may include provisions of educational and employment support services to youth equivalent or similar to: counseling, education guidance, financial literacy, job training and mentoring.
 - Possess a non-profit determination letter from the State of California Franchise Tax Board.
 - Possess a non-profit determination letter from the Internal Revenue Service (IRS).
 - Be in "Good Standing" with all State and California County departments within the last twenty-four (24) months and have not been in "Do Not Refer" or "Do Not Use" status with any State or California County departments.

Submission Guidelines:

- The Plan of Operation shall meet the following requirements:
 - Addresses relevant sections of California Code of Regulations (CCR) Title 22 Sections 80000 (General Licensing, GL), 86000 (Transitional Housing Placement Program, THPP), 86100, 86200 (THPP-NMD) (The links to Sections 80000, 86000, 86100 and 86200 are found on page 4.)
 - Complies with instructions in All County Letter (ACL) 12-44, 17-93 and Senate Bill (SB) 612 (The link to ACL and SB is found on pages 4.)

County of Los Angeles
Department of Children and Family Services (DCFS) and the
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Transitional Housing Placement Program for Non-Minor Dependents
(THPP-NMD)
Plan of Operation Submission Guidelines

- Clearly typed and organized
- Demonstrates an understanding of the unique needs of the population to be served
- Provides specific, concise descriptions of how agency's program meets all applicable licensing requirements
- Contains limited superfluous philosophical ideas

Agencies shall forward PDF copy of the Plan of Operation to:

THPP-NMDRFSQ24-0091@dcfs.lacounty.gov

Additional Information:

- THPP-NMD service providers will accept placement referrals from both DCFS and the Probation Department.
- Submission of a Plan does not guarantee that agency will be awarded a THPP-NMD contract or certification letter with Los Angeles County.
- Agencies that are already licensed for THPP-NMD in another county and are interested in providing THPP-NMD services in Los Angeles County should respond to the THPP-NMD Request for Statement of Qualifications (RFSQ) posted on the DCFS Contracts website (<https://contracts.dcfs.lacounty.gov/>) under Open Bids & Solicitations, Bid # 24-0091.
- Prepare a cover sheet for each section of the Plan. The sections of the Plan are found in the THPP-NMD Plan of Operation Template, which is available at the link provided on page 4.
- Each section should be able to stand alone. Do not use language such as "refer to section xx." Agency should include all necessary information for each of the sections.
- The following documents and links are being provided for informational purposes only. Using them does not guarantee your Plan will be reviewed or approved:

(For Los Angeles County, the first step of the guide is revised to state:
"CONTACT YOUR CHILD WELFARE AGENCY.")

County of Los Angeles
Department of Children and Family Services (DCFS) and the
Probation Department
Transitional Housing Placement Program for Non-Minor Dependents
(THPP-NMD)
Plan of Operation Submission Guidelines

- a) John Burton Foundation (JBF) seven step guide to becoming a THPP-NMD Provider:
<https://jbay.org/wp-content/uploads/2022/08/7-Step-Guide-to-Becoming-a-THP-NMD-Provider-2022.pdf>
- b) ACL 12-44:
<http://www.cdss.ca.gov/lettersnotices/entres/getinfo/acl/2012/12-44.pdf>
- d) ACL 17-93
<https://cdss.ca.gov/inforesources/2017-all-county-letters>
- e) SB 612 [SB 612.pdf](#)
- f) THPP requirements (CCR Title 22 Section 86000):
<https://www.cdss.ca.gov/Portals/9/Regs/Man/CCL/thppman.docx?ver=2024-08-27-121042-023>
- g) THPP-NMD requirements (CCR Title 22 Section 86100):
<https://www.cdss.ca.gov/Portals/9/Regs/Man/CCL/thppman.docx?ver=2024-08-27-121042-023>
- h) THPP-NMD requirements (CCR Title 22 Section 86200):
<https://www.cdss.ca.gov/Portals/9/Regs/Man/CCL/thppman.docx?ver=2024-08-27-121042-023>
- i) GL requirements (CCR Title 22 Section 80000):
<https://cdss.ca.gov/inforesources/letters-regulations/legislation -and-regulations/community-care-licensing-regulations/residential>