



DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION DEPARTMENT

REQUEST FOR PROPOSALS (RFP) #25-0042 FOR INDIVIDUALIZED TRANSITIONAL SKILLS PROGRAM SERVICES

**Prepared By
County of Los Angeles**

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- A Sample Contract:** Identifies the terms and conditions in the contract.
- B Required Forms:** Forms that must be completed and included in the proposal.
- C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to Department requesting a Solicitation Requirements Review.
- D Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

RFP Release Date	July 30, 2026
RFP Contact	DaSahnda Johnson, ITSP-RFP25-0042@dcfs.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	August 6, 2026
Virtual Proposer's Conference	August 20, 2026, at 10:00 a.m. (Pacific Time)
Written Questions Due	August 20, 2026, by 4:00 p.m. (Pacific Time)
Questions and Answers Released via Addendum	On or around September 3, 2026
Proposals Due	12:00 p.m. (Pacific time) on September 9, 2026
Anticipated Contract Term	The contract is anticipated to commence on July 1, 2027, or the date of execution, whichever is later.

2.0 INTRODUCTION

- 2.1** The Los Angeles County Department of Children and Family Services (DCFS) and the Department of Probation (Probation) are issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization who can provide Individualized Transition Skills Program (ITSP) Services for Transition Age Youth (TAY) ages 16 through 20. In 2011, the ITSP was established as the Youth Development Services (YDS) life skills training design for Los Angeles County TAY. The Public Laws required that an Independent Living Program (ILP) be implemented in the Child Welfare and Probation Child Welfare systems. These laws were titled the Foster Care Independence Act (Chafee Act), which stipulated proactive emancipation planning for TAY. The ITSP has been consistent with the Los Angeles County Board Motion to ensure self-sufficiency and the goals are consistent with the requirements created to fulfill the Chafee Act and the eight Chafee Outcome Measures which are: 1) Receiving a high school diploma; 2) Educational attainment; 3) Employment; 4) Avoidance of dependency; 5) Avoiding homelessness; 6) Avoiding non-marital childbirth; 7) Avoiding incarceration; and 8) Avoiding high-risk behaviors. ITSP was also developed to promote permanent connections/relationships and has met the life skills training needs Countywide. A contract will be awarded to the proposer with the highest scored proposal (combined score of Business Proposal and Cost Proposal) for each of the North and South regions.
- 2.2** Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

3.0 PURPOSE

3.1 Statement of Work (SOW)

The purpose of this RFP is to solicit proposals to provide individualized one-on-one life skills training and coaching to TAY, who are eligible to receive services under the Chafee Foster Care Independence Act. The goal of this program is to have all enrolled TAY in this program become self-sufficient when they transition to adulthood. Contractor will be expected to implement the requirements outlined in Appendix A (Sample Contract) of this RFP.

Contractor will be expected to implement the requirements outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) of this RFP.

3.2 Contract: County Terms and Conditions

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

3.2.1 Anticipated Contract Term

The contract term is anticipated to be for a period of one (1) year. The contract is anticipated to commence on July 1, 2027, following Board of Supervisors' (Board) approval.

The County will have the sole option to extend for four (4) additional one-year renewal periods. Contingent upon available funding, the contract may also be extended beyond the stated expiration date for a period not to exceed six (6) months from the last day of the contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract. All terms of the Contract in effect at the time of any extension shall remain in effect for the duration of the extension.

3.2.2 Contract Rates

The Contractor's rates will remain firm and fixed for the term of the contract.

The Maximum Annual Contract Amount for this contract will be \$3,131,719, financed with 57 percent Chafee Federal funds and 43 percent State Realignment funds.

3.2.3 Days of Operation

3.2.3.1 Contractor shall provide Individualized Transition Skills services throughout Los Angeles County, on days and during hours that are responsive to the needs of the target population.

3.2.3.2 Contractor shall ensure Transition Development Specialist (TDS) is available Monday through Friday from 9 a.m. to 5 p.m. and non-traditional hours Monday through Friday from 5:00 p.m. and end before 9 p.m. to provide services during hours that TAY are available. This includes evenings and weekends, after 9:00 a.m. and end before 9 p.m. Contractor may request approval from the County Program Manager to modify the hours of operation.

3.2.3.3 Contractor Program Director (CPD) or designee shall be available to receive telephone calls, texts, or e-mail from County CPM or designee between the hours of 8:00 a.m. and 5:00 p.m. and nontraditional hours from 5:00 p.m. and end before 9 p.m. Monday through Friday, this includes evenings and weekends, after 9:00 a.m. and end before 9 p.m. except on observed County holidays as referenced in Part B, Sub-section 8.3 of the SOW.

3.2.3.4 CPD or designee shall be available during the County's regular business hours of 8:00 a.m. and 5:00 p.m. and non-traditional hours from 5:00 p.m. and end before 9 p.m. Monday through Friday, this includes evenings and

weekends, after 9:00 a.m. and end before 9 p.m., to respond to County inquiries, and to discuss problem areas.

3.2.4 Indemnification and Insurance

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

4.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) are invited to submit a proposal(s), provided the firm submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission:

- 4.1** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Proposer must not have unresolved questioned costs identified by the A-C in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.
- 4.2** Proposer must have five (5) years' experience, within the last seven (7) years providing hands-on instruction or coaching services similar to the services as outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).
- 4.3** Proposer is able to maintain an office in Los Angeles County during the term of the contract. The office must have staff available to assist the client/TAY when there is a need to come into the office and have a responsible person(s) to maintain all reports/records that are required per this RFP. The Proposer must provide the address of its business office in this proposal.
- 4.4** Proposer and its principals must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of the contract by any Federal, State or County agency. Proposer must be found clear from County, State and Federal contractor's debarred listings unless an exception has been authorized by State and Federal regulations.

5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

5.1 Representations Made Prior to Contract Execution

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

5.2 Final Contract Award by the Board of Supervisors

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

5.3 County's Option to Reject Proposals

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

5.4 County's Right to Amend Request for Proposals

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

5.5 Background and Security Investigations

Contractor shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all Contractor's staff and volunteers, prior to beginning and continuing work under any resulting Contract (see Appendix A, Sample Contract, Section 7.5, Background and Security Investigations). The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the Contractor's staff passes or fails the background and criminal clearance investigations.

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.

6.0 NOTIFICATION TO PROPOSERS

6.1 Public Records Act

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

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

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

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

- 6.1.3** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

6.2 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing, and e-mailed to:

Department of Children and Family Services
Contracts Administration Division
510 S. Vermont Ave, 14th Floor
Los Angeles, CA 90020
Attention: DaSahnda Johnson, Contract Analyst
E-mail address: ITSP-RFP25-0042@dcfs.lacounty.gov

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

6.3 Mandatory Requirement to Register on County's WebVen

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

6.4 Protest Policy Review Process

6.4.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 6.4.3 (Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the Proposer challenging the decision of a Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

6.4.3 Grounds for Review

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

6.4.3.1 Solicitation Requirements Review (referenced in Paragraph 10.1)

6.4.3.2 Disqualification Review (referenced in Paragraph 10.2)

6.4.3.3 Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)

6.4.3.4 County Independent Review (referenced in Paragraph 10.4)

6.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

6.6 Determination of Proposer Responsibility

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

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

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

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

Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

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

6.6.6 These terms will also apply to proposed Subcontractors of Proposers on County contracts.

6.7 Proposer Debarment

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

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

6.8 Improper Considerations

6.8.1 Attempt to Secure Favorable Treatment

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

officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

6.8.2 Notification to County

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

6.8.3 Form of Improper Consideration

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

6.9 County Lobbyist Ordinance

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

6.10 Consideration of GAIN/START Participants for Employment

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

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

6.11 Jury Service Program

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

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

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

6.12 Pending Acquisitions/Mergers by Proposing Company

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

6.13 Charitable Contributions Compliance

- 6.13.1** California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register with the Registry of Charitable Trusts, which is maintained by the California Attorney General's Office. The 2004 Nonprofit Integrity Act, as approved and codified in California Government Code, Sections [12580-12599.10](#), increased Charitable Purposes Act requirements. Prospective Contractors should carefully read Appendix D (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.
- 6.13.2** All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). A completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any agreement with the County.
- 6.13.3** Prospective County Contractors that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

6.14 Defaulted Property Tax Reduction Program

- 6.14.1** The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), ([Los Angeles County Code, Chapter 2.206](#)). Prospective Contractors should reference the pertinent provisions in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.51 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

- 6.14.2** Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).
- 6.14.3** Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.
- 6.15 County's Commitment to Zero Tolerance Policy on Human Trafficking**
- 6.15.1** On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.
- 6.15.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.
- 6.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**
- 6.16.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 6.16.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 6.16.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

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

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

- 6.17.1** On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Additionally, on February 27, 2024, the County adopted Los Angeles County Code [Chapter 8.300](#) (Fair Chance Ordinance for Employers) to facilitate meaningful implementation of Fair Chance policies in the County and remove barriers to employment to ensure individuals with criminal records have fair and equitable access to opportunities for gainful employment.
- 6.17.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with [Section 12952](#) and [Chapter 8.300](#) of the Los Angeles County Code (Fair Chance Ordinance for Employers), as indicated in the Contract.
- 6.17.3** Further, Contractors are required to comply with the requirements under [Section 12952](#) and Los Angeles County Code [Chapter 8.300](#) for the term of any contract awarded pursuant to this solicitation.

6.18 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

6.19 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the

types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 5 (Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

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

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

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "**Request for CBE Listing.**"

For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

6.20 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$500 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 8 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 8, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$500 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

6.21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

- 6.21.1** Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Proposer's response to this RFP, Proposer must submit a certification, as set forth in Exhibit 9 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a proposal response to this RFP identify prospective Subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent contract, Proposer must submit a certification, completed by each Subcontractor, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.
- 6.21.2** Failure to provide the required certification may eliminate Proposer's response to RFP from consideration.
- 6.21.3** In the event that Proposer and/or its Subcontractor(s) is or are unable to provide the required certification, Proposer instead will provide a written explanation concerning its and/or its Subcontractor's inability to provide the certification. Proposer's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the Proposer and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must 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 RFP.
- 6.21.4** The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the proposal response to this RFP is appropriate under the federal law.

7.0 COUNTY'S PREFERENCE PROGRAMS

7.1 Overview of County's Preference Programs

- 7.1.1** The County has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in

the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

7.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 7.2, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Economic Opportunity (DEO) website at:https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

7.1.3 In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed fifteen percent (15%) in response to any County solicitation.

7.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

7.2 Local Small Business Enterprise (LSBE) Preference Program

7.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204.030 of the Los Angeles County Code](#).

7.2.2 The business must be certified by the County prior to requesting the LSBE Preference in a solicitation. To apply for certification as an LSBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

7.2.3 Businesses requesting the LSBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms), and submit their LSBE certification approval letter ("Certification for Federally Funded Solicitations") from the County with their proposal.

7.3 Social Enterprise (SE) Preference Program

7.3.1 The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).

7.3.2 The business must be certified by the County, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DEO at

https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

- 7.3.3** Businesses requesting the SE preference, must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their SE certification approval letter ("Certification for Federally Funded Solicitations") from the County with their proposal.

7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 7.4.1** The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).

- 7.4.2** The business must be certified by the County, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

- 7.4.3** Businesses requesting the DVBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms), and submit their DVBE certification approval letter from the County with their proposal.

7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

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

8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION

This Paragraph contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

8.1 Truth and Accuracy of Representations

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

8.2 Proposers' Questions

8.2.1 Proposers may submit written questions regarding this RFP by e-mail to ITSP-RFP25-0042@dcfs.lacounty.gov . All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

8.3 Proposers' Conference

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

Date: August 20, 2026

Time: 10:00 A.M. (Pacific Time)

[Click Here To Join Meeting](#)

Please ensure you check the DCFS website at:

<http://contracts.dcfs.lacounty.gov/> /for Event Invitation link.

8.4 Preparation of the Proposal

Each proposal submitted must be comprised of five (5) electronic files in Portable Document Format (PDF). The five (5) electronic PDF files must be submitted via electronic mail (e-mail) to ITSP-RFP25-0042@dcfs.lacounty.gov by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Requirements). All proposals must be submitted in the prescribed format. Any proposal that deviates from this format may be rejected as nonresponsive without review at the County's sole discretion.

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

8.4.1.1 Proposers must include five (5) electronic PDF files in their proposal submission e-mail(s) as follows:

1) Business Proposal (Narrative, Required Forms, Exhibit 11);

- 2) Cost Proposal (Required Forms, Exhibit 12);
- 3) Three (3) years Financial Statements;
- 4) Required Forms (Exhibits 1 through 15); and
- 5) Corporate Documents

8.4.1.2 The electronic files must be titled as follows: ITSP-RFP25-0042, the organization's name, and identify the files listed as (i.e. ITSP-RFP25-0042, ABC Agency, Business Proposal).

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

8.4.1.4 Proposers should plan for any delays or computer system failure and avoid submitting proposals at minimum 30 minutes before the deadline. Any proposal(s) received at 12:01 PM on September 9, 2026, will be immediately rejected.

8.4.1.5 Proposers must set up a delivery receipt for each of their email submissions. Proposers must keep their delivery receipts and acknowledgment emails from DCFS for their records.

8.5 Business Proposal Requirements and Evaluation Criteria (80%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The content and sequence of the proposal must be as follows:

Business Proposal Format:

8.5.1 Table of Contents

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

8.5.2 Executive Summary (Section A)

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

8.5.3 Proposer's Qualifications (Section B) (20%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in this paragraph.

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

Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum

Mandatory Requirements) of this RFP and has the capability to perform the required services as a corporation or other entity.

Provide a description of the organization's capacity, knowledge and experience providing individualized one-on-one life skills training and coaching to Transitional Age Youth eligible to receive services under the Chafee Foster Care Independence Act.

8.5.3.2 Proposer's List of References (Section B.2)

Proposer will be evaluated on the verification of references provided in Appendix B (Required Forms), Exhibit 7 (List of References). In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation subcategory (Proposer's List of References).

Proposer must provide three (3) references where the same or similar scope of services was provided as set forth in the Statement of Work (Exhibit A) to validate that the Proposer meets the minimum qualifications stated in Paragraph 4.0 (Minimum Mandatory Requirements). Proposers submitting as joint ventures must provide references that validate experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects. References must not include Los Angeles County Department of Children and Family Services Personnel.

Proposer's completed form Exhibit 7 (List of References), in Appendix B (Required Forms) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's Business Proposal.

It is the Proposer's sole responsibility to ensure that information provided for each reference is accurate.

County may disqualify a Proposer as non-responsive and/or non-responsible if:

- 1)** references fail to substantiate Proposer's description of the services provided; or

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

8.5.3.3 Proposer's Debarment History and List of Terminated Contracts

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

8.5.3.4 Proposer's Financial Capability (Section B.3)

The County will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's most current and prior three (3) fiscal years financial statements. At least one (1) of the financial statements must be an audited financial statement within eighteen (18) months old at the time of the proposal submission for this RFP. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so, stamped on each page.

8.5.3.5 Proposer's Pending Litigation and Judgments (Section B.4)

The County will conduct a review of Proposer's pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

8.5.4 Proposer's Approach to Providing Required Services (Section C) (40%)

Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in this paragraph.

Proposer must present a description of the methodology the Proposer will use to meet contract work requirements. Describe in detail how the services will be performed to meet the requirements outlined in Exhibit A (SOW and Attachments).

Proposals responding to this RFP must address ALL the outlined required elements and include the following:

- 8.5.4.1** Describe how your organization will provide up to 24 months of ITSP services per TAY in accordance with the eight Chafee Outcomes and Program Deliverables as described the in SOW, Section 5.0 – Target Population, subsection 5.2.
- 8.5.4.2** Describe how your organization will meet the monthly service hours described in Section 11.4 of the SOW and how those hours will be used to meet the ITSP program goals and Chafee Outcomes towards self-sufficiency.
- 8.5.4.3** Describe how your organization will ensure 90 percent of the enrolled TAY meet their educational goals listed in their education requirements.
- 8.5.4.4** Describe how your organization will ensure that 85 percent of enrolled TAY have a continuum of services in accordance with Section 10.4 and 10.9 of the SOW.
- 8.5.4.5** Describe how your organization will ensure 100 percent of the contracted staff hired for this contract will complete the mandatory trainings in accordance with Section 9.8 of the SOW.
- 8.5.4.6** Describe how your organization will ensure that 90 percent of the TDS's providing ITSP services are matched with the TAY serviced for the duration of this contract.
- 8.5.4.7** Describe how your organization will select TDS and match them to the TAY that meet the ethnic, cultural, and linguistic diversities of the target population.
- 8.5.4.8** Describe how your organization will document the ITSP services provided in the TAY case file and how will status updates be provided to the Children's Social Worker (CSW), the Deputy Probation (DPO), and Independent Living Program Coordinator; when applicable.

8.5.4.9 Describe how your organization will ensure that 100 percent of the CPDs or authorized designees attend all mandatory ITSP meetings in accordance with Section 7.5 of the SOW.

8.5.4.10 Describe how your organization's ITSP staff will work with the Children's Social Worker (CSW) when applicable; the Deputy Probation (DPO) and Independent Living Program Coordinator.

8.5.5 Proposer's Assurance Plan (Section D) (20%)

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

Proposer must present a comprehensive QAP to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).

8.5.5.1 Proposers responding to this RFP must address ALL of its outlined required elements, which must also include how the proposer will perform the following:

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

8.5.5.2 Proposer must describe their protocol to ensure uninterrupted services to ITSP clients in the event of work stoppage or emergent staffing shortage due to the following:

- a. Illness
- b. Vacation and/or absences
- c. Pandemic and/or emergencies

8.5.6 Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work and Attachments (Section E)

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

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

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

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

8.5.6.2 Section E of Proposer's response must include:

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

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

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

8.5.7 Business Proposal Required Forms and Corporate Documents (Section F)

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

- | | |
|------------|--|
| Exhibit 1 | Organization Questionnaire/Affidavit |
| Exhibit 2 | Certification of Compliance |
| Exhibit 3 | Request for Preference Consideration |
| Exhibit 4 | Debarment History and List of Terminated Contracts |
| Exhibit 5 | Community Business Enterprise (CBE) Information |
| Exhibit 6 | Minimum Mandatory Requirements |
| Exhibit 7 | List of References |
| Exhibit 8 | Contribution and Agent Declaration Form |
| Exhibit 9 | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) |
| Exhibit 10 | Declaration |
| Exhibit 11 | Business Proposal (Narrative Form) |
| Exhibit 12 | Cost Proposal |
| Exhibit 13 | Line Item Budget |
| Exhibit 14 | Budget Narrative |
| Exhibit 15 | Proposer's Involvement in Litigation and Contract Compliance Difficulties |

8.5.7.2 Corporate Documents

1) Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

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

2) Limited Partnership:

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

8.6 Cost Proposal Requirements and Evaluation (20%)

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

8.6.1 Cover Page

Cover Page must identify, at a minimum, the RFP and the Proposer's name.

8.6.2 Evaluation of Cost

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

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

Cost proposal prices must be firm and fixed for the ITSP during the term of the contract. There will no cost-of-living adjustments during the term of the contract.

8.6.3 The maximum number of possible points will be awarded to the lowest cost proposal identified in Exhibit 12. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the preference.

In no case will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.6.4 The number of points assigned to the evaluation of the Cost Proposal will be determined based on the total proposed annual cost on Exhibit 12 (Cost of Proposal) in Appendix B (Required Forms).

8.6.5 Instructions for completing Exhibit 12 (Cost Proposal) are as follows:

- 1) A Cost Proposal must be submitted for services that are being proposed.
- 2) Proposer must furnish all personnel, labor and materials necessary for ITSP services. Work must be done for the period prescribed and the manner set forth in the ITSP Statement of Work.
- 3) The Cost Proposed must be inclusive of direct and indirect cost of providing service(s).
- 4) Exhibit 13 (Line Item Budget) and Exhibit 14 (Budget Narrative) must reflect how the Proposer arrived at the total price.

8.7 Firm Offer-Withdrawal of Proposal

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

8.8 Proposal Submission

Proposals must be submitted as follows:

Five (5) electronic PDF files for the Business Proposal and a Cost Proposals must be submitted via electronic mail (email) to ITSP-RFP25-0042@dcfs.lacounty.gov by 12:00 noon on September 9, 2026. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

8.8.1 Proposals must include a total of five (5) separate electronic PDF files for each submission. Proposals must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via email as follows:

To: ITSP-RFP-25-0042@dcfs.lacounty.gov

Subject: Proposal for ITSP-RFP #25-0042, Proposer's Name

8.8.1.1 Proposals must state the title of the RFP (ITSP-RFP#25-0042), and the organization's name. All proposals must be submitted via email in the prescribed format below:

8.8.1.2 Proposers must submit five (5) electronic PDF files in their proposal submission email as follows:

- 1) Business Proposal (Narrative, Required Forms, Exhibit 11);
- 2) Cost Proposal (Required Forms, Exhibit 12);

- 3) Three (3) years of Financial Statements;
- 4) Required Forms (Exhibits 1 through 15);
- 5) Corporate Documents

- 8.8.1.3** Each page must be clearly and consecutively numbered within each electronic file.
- 8.8.1.4** Proposers should plan for any delays or computer failures and avoid submission of proposals at minimum 30 minutes before the deadline. Any proposal(s) received at 12:01 pm on September 9, 2026, will be immediately rejected.
- 8.8.1.5** Proposers must ensure that delivery receipts are included with each of their emails when submitting their proposals. Proposers must keep delivery receipts and acknowledgment email from DCFS for their records.
- 8.8.2** No hard copies delivered in person or facsimile (faxed) responses will be accepted. All proposal documentation must be attached, not linked.
- 8.8.3** Proposers must also include a redacted Business Proposal in searchable Adobe Portable Document Format (PDF), with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.
- 8.8.4** It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers will bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), will not be accepted.
- 8.8.5** All proposals will be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

9.0 SELECTION PROCESS OVERVIEW

9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail)

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (List of References), in Appendix B (Required Forms) to determine if the Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

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

9.2 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on the date outlined in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

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

Evaluation of Business and Cost Proposals

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (Business Proposal Requirements and Evaluation) and will be scored and ranked in numerical sequence from high to low.

Determination of Highest-Overall Rated Proposer

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

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

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

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

10.0 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

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

- 10.1.1** The request is made within the time frame identified in the solicitation document. For this RFP, the SRR is due by 5:00 p.m. (Pacific Time) on August 6, 2026.
- 10.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.
- 10.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 10.1.4** The request asserts either that:
 - 10.1.4.1** application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - 10.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

10.2 Disqualification Review

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

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

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

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

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

Proposer can also be disqualified for Paragraph 6.6 (Determination of Proposer Responsibility).

10.3 Department's Proposed Contractor Selection Review

10.3.1 Departmental Debriefing Process

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

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

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

10.3.2 Proposed Contractor Selection Review

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

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

- 10.3.2.1** The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
- 10.3.2.2** The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - 1)** The Department materially failed to follow procedures specified in its solicitation document. This includes:

- Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- 2) The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
 - 3) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - 4) Another basis for review as provided by state or federal law; and

10.3.2.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Paragraph 10.4 (County Independent Review) below).

10.4 County Independent Review

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review. Proposers that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Any new assertions or documentation submitted by Proposer will not be considered or reviewed.

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

- 10.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 10.4.2** The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 10.3.2 (Proposed Contractor Selection Review) above.

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

APPENDIX A



SAMPLE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICES

CONTRACT #25-0042

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Line Item Budget and Budget Narrative (Not attached to Contract)
- C** County's Administration
- D** Contractor's Administration
- E** Forms Required at the Time of Contract Execution
 - E1** Contractor Acknowledgement and Confidentiality Agreement
 - E2** Contractor Employee Acknowledgement and Confidentiality Agreement
 - E3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- F** Safety Surrendered Baby Law
- G** Auditor Controller's Handbook
- H** Charitable Contributions Certification
- I** Information Security and Privacy Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**_____
FOR
INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICES**

This Contract ("Contract") is made and entered into on _____, 2026 ("Execution Date"), by and between the County of Los Angeles, hereinafter referred to as "County," and _____, hereinafter referred to as "Contractor." _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for Individualized Transition Skills Program Services when certain requirements are met; and

WHEREAS, the Contractor is a non-profit firm specializing in providing Individualized Transition Skills Program Services; and

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Line Item Budget and Budget Narrative (Not attached to Contract)
Exhibit C	County's Administration
Exhibit D	Contractor's Administration
Exhibit E	Forms Required at the Time of Contract Execution
Exhibit F	Safely Surrendered Baby Law
Exhibit G	Auditor Controller's Handbook
Exhibit H	Charitable Contributions Certification
Exhibit I	Information Security and Privacy Requirements

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Chief Executive Office or Chief Executive Officer:** The office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.1.3 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the

service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

- 2.1.4 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.5 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.7 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.8 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.9 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.10 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.12 DCFS:** Department of Children and Family Services.
- 2.1.13 Chief Probation Officer:** Chief Probation Officer of the Probation Department
- 2.1.14 Director:** Director of DCFS.
- 2.1.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.16 Participant:** A person who partakes of the services the Contractor is obligated to perform for County under this contract.
- 2.1.17 Probation:** Los Angeles County Probation Department
- 2.1.18 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

2.1.19 Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.20 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The contract term is anticipated to be for a period of one (1) year. The contract is anticipated to commence on July 1, 2027, or the date of execution, whichever is later. The County will have the sole option to extend for four additional one-year renewal periods. Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date for a period not to exceed six months from the last day of the contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract. All terms of the Contract in effect at the time of any extension shall remain in effect for the duration of the extension.

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

4.3 The Contractor must notify DCFS and Probation when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DCFS and Probation at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Annual Contract Sum is \$3,131,719.

5.1.1 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Line-Item Budget and Budget Narrative).

5.1.2 County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Contract Sum. During the term of this Contract, Contractor shall invoice the County monthly in arrears, consistent with their approved line-item budget, not to exceed one-twelfth of the maximum annual contract sum.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The

Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

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

5.5.3 The Contractor must request approval of the County in writing to reallocate up to five percent (5%) of the Maximum Annual Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of the Contractor's approved budget. In any event, such revisions shall not result in any increase in the Maximum annual contract Sum. Such requests to the County shall be addressed to the County Program Manager.

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

5.5.5 The Contractor shall submit monthly invoices and required supporting documentation under this Contract to the DCFS County Program Manager for review and approval. The Contractor shall also submit an electronic copy via email to DCFS Accounting Services.

5.5.5.1 The electronic invoice must be emailed by a representative of the Contractor, whose email address has been approved by the Program Manager.

5.5.5.2 Invoices received from an email address not approved by the Program Manager will not be accepted.

5.5.5.3 Emails containing invoices must come from a contractor specific domain and not from a generic third-party platform (e.g. Gmail, Hotmail, etc.).

5.5.5.4 Invoices and supporting documentation should be submitted to:

County of Los Angeles
Youth Development Services
Attn: Michael Darajorn, Program Manager
1933 S. Broadway
Los Angeles, CA 90007
darajm@dcfs.lacounty.gov

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attn: Accounting Services, Contract Accounting Section
510 Vermont Avenue, 14th Floor
Los Angeles, CA 90020

5.5.6 County Approval of Invoices

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

5.5.7 Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month thirty (30) days after the last of the month the services were rendered shall constitute as "past due invoice". Past due invoices must be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames will also apply to the submission of the Contractor's final invoice.

5.5.8 Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.

5.5.9 Payments to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those expressly authorized by this Contract.

5.5.10 In compliance with the Internal Revenue Services (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor Controller.

- 5.5.11** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments, which exceed the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.12** Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year and Contractor agrees that the County had no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract sum for said Contract year.
- 5.5.13** Suspension and Withholding of Payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County in a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.14** County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified in Exhibit B – Line-Item Budget and Budget Narrative, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.15** Contractor must have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.5.16** Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit B – Contractor's Line-Item Budget and Budget Narrative. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the Budget is true and correct in all respects and will deliver services in accordance with the Budget. In the event of a change

in the Maximum Annual Contract Sum, or reallocation of the Budget, or a material change to the. Scope of Work, Contractor must amend the Budget consistent with the changes and submit the Budget to the County Program Manager for approval.

5.5.17 Contractor, without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies, expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor must request County's approval in writing for Line-Item Budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions must not result in any increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.

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

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

5.5.20 Preference Program Enterprises - Prompt Payment Program

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

5.6 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract

and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

5.7 INTENTIONALLY OMITTED

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

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

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

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

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's Project Director

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

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully

satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

6.3 County's Project Manager

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

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

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

6.4 County's Project Monitor

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

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Project Manager

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

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

7.2.3 The Contractor's Project Manager must have 5 years of experience.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 These terms will also apply to subcontractors of County contractors.

- 7.5.5** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the

Contractor and by the DCFS Director or designee, and the Chief Probation Officer or designee. Approval of County Counsel must be obtained for any changes which affect the scope of work.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director or designee, and the Chief Probation Officer or designee.

8.1.3 The DCFS Director or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director or designee, and the Chief Probation Officer or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach

of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

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

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

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry,

age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a

lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

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

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

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

8.15 County's Quality Assurance Plan

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

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

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

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

8.22 Independent Contractor Status

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

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

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

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

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

8.24.2 Evidence of Coverage and Notice to County

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
510 Vermont Avenue, 14th Floor

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent

split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

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

- **Professional Liability-Errors and Omissions**

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

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6)

systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$2 million.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will 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.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the

Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

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

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such

violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

8.36.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the

County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

8.37.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under

this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.37.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

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

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

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

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

- 8.39.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

ContractorInsurance@dcfs.lacounty.gov

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

- 8.41.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective will be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

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

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

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

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

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

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

8.44 Termination for Insolvency

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

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

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

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

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

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time Off for Voting

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

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

8.54 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.55 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.56 Prohibition from Participation in Future Solicitation(s)

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

8.57 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to

have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Data Destruction

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates

the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.2 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit J (Information Security and Privacy Requirements).

9.3 Contractor's Charitable Activities Compliance

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, [Sections 12580-12599.10](#), in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.4 Child Abuse Prevention Reporting

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

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

9.4.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a

statement that he or she knows of the reporting requirements and will comply with them.

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

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

9.5 Former Foster Youth Consideration

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

County of Los Angeles

Department of Children and Family Services
Attention: Division Chief, Youth Development Services
1933 South Broadway, 6th Floor
Los Angeles, CA 90007
youthds@dcfs.lacounty.gov

Probation Department
Attention: Director, Youth Development Services
11701 South Alameda St. 2nd Floor Room 3250A
Lynwood, CA 90262
ProbAB12@probation.lacounty.gov

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

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

9.6 Conduct of Program

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

9.7 Capital Assets

Title to all capital assets purchased with County funds designated by the County for that purpose under this Contract must remain with County. A "Capital Asset" is defined hereunder as an equipment costing Ten Thousand Dollars (\$10,000) or more, with a useful life of more than one year. Such assets must be maintained and repaired by Contractor during the term of this Contract. Contractor must provide an accounting of such assets at the termination or expiration of this Contract and must deliver same to County upon County's written request. Contractor must have an option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by County and Contractor.

9.8 Use of Funds

All uses of funds paid to Contractor and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DCFS, County's Auditor-Controller or its designee, and the State of California. In the event of Contract is subject to audit exceptions, Contractor must pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.

10.0 Survival

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

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

Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.56	Prohibition from Participation in Future Solicitation
Paragraph 8.58	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Data Destruction
Paragraph 9.2	Information Security and Privacy Requirements
Paragraph 10.0	Survival

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

CONTRACTOR

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

Contractor Name

By: _____

Name: _____

Title: _____

By: _____
Guillermo Viera Rosa
Chief Probation Officer
Probation Department

Tax Identification Number: _____

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By _____
Principal Deputy County Counsel

Exhibits A - I

STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Line Item Budget and Budget Narrative (Not Attached to Contract)
- C** County's Administration
- D** Contractor's Administration
- E** Forms Required At The Time of Contract Execution
 - E1 Contractor Acknowledgement and Confidentiality Agreement
 - E2 Contractor Employee Acknowledgement and confidentiality Agreement
 - E3 Contractor Non-Employee Acknowledgement and confidentiality Agreement
- F** Safety Surrendered Baby Law
- G** Auditor Controller's Handbook
- H** Charitable Contributions Certification
- I** Information Security and Privacy Requirements

STATEMENT OF WORK AND ATTACHMENTS

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

EXHIBIT A TO CONTRACT

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
PROBATION DEPARTMENT
INDIVIDUALIZED TRANSITION SKILLS PROGRAM
STATEMENT OF WORK**

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

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

**INDIVIDUALIZED TRANSITION SKILLS PROGRAM
STATEMENT OF WORK**

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

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

STATEMENT OF WORK EXHIBITS

Exhibit A-1 Performance Requirements Summary
Exhibit A-2a Transitional Independent Living Plan (TILP)
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Exhibit A-3 Transitional Age Youth Status Update
Exhibit A-4 Contractor's Individualized Transition Skills Program (ITSP) Plan
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Exhibit A-7 Initial/Progress/Conclusion ITSP Assessment Report
Exhibit A-8 User Complaint Report (UCR) Form
Exhibit A-9 ITSP Monthly Reports
Exhibit A-10 Monthly Invoice

INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICES

STATEMENT OF WORK

PART A

1.0 PREAMBLE

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

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

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

PART B – PROJECT FOUNDATION

2.0 BACKGROUND

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

3.0 PROGRAM GOALS

- 3.1** The goal of the ITSP Contract is to enhance the Daily Life Skills to promote Self-Sufficiency of a TAY by ensuring services are provided to each participant. The goals are consistent with the requirements created to fulfill the Foster Care Independence Act (Chafee Act) requirements and the eight Chafee Outcome Measures: 1) Receiving a High School Diploma; 2) Educational attainment; 3) Employment; 4) Avoidance of dependency;

5) Homelessness; 6) Non-marital childbirth; 7) Incarceration; and 8) High-risk behaviors. In addition, youth to have a sense of connectedness to persons and community.

- 3.2** CONTRACTOR shall ensure enrolled TAY (including TAY who identify as LGBTQ+) have the right to fair and equal treatment and not be subject to discrimination or harassment on the bases of race, language, culture, or actual or perceived sexual orientation, gender identity, and gender expression (SOGIE). Contractor should have knowledge regarding cultural competency relating to SOGIE, as well as resources available to ensure TAY are connected to appropriate and affirming services.

4.0 DEFINITIONS

The following words defined for this Statement of Work (SOW) are for reference only and are not intended to solely define the scope of any provision herein. The following words and phrases shall be construed to have the meanings described in this section, unless otherwise apparent from the context in which they are used.

- 4.1 America's Job Centers of California (AJCC)** – a one-stop access point to the state's employment-related services, located throughout the state to help job seekers find career jobs and get assistance in assessing skills, finding job opportunities and training.
- 4.2 CDSS** – California Department of Social Services.
- 4.3 Children's Social Worker (CSW)** – social worker(s) employed by the Los Angeles County with the primary responsibility of managing caseloads of children who are under the supervision and custody of DCFS.
- 4.4 Community Based Organization (CBO)** – an organization or organized body that provides social services to individuals, families, and communities.
- 4.5 Community Based Programs** – program within the community that provides services and/or resources in the areas of social services and life skills to promote advocacy and self-sufficiency for high-risk youth.
- 4.6 County Program Manager (CPM)** – individual designated to manage the operations of this contract for DCFS.
- 4.7 Contractor Program Director (CPD)** – contractor's officer or employee responsible for administering the contract.
- 4.8 Daily Life Skills** – is knowledge of daily living including any activity performed for self-care such as feeding, bathing dressing, grooming, working, money management and homemaking for oneself.
- 4.9 Day** – a calendar day, unless otherwise specified.

- 4.10 DCFS** – Los Angeles County Department of Children and Family Services.
- 4.11 Deputy Probation Officer (DPO)** – probation officer(s) employed by the probation department who manages caseloads of children under the supervision and custody of the probation department.
- 4.12 Department of Public Social Services (DPSS)** – Los Angeles County department that provides various social services through public assistance programs.
- 4.13 Employment Development Department (EDD)** – state agency that administers job service, unemployment insurance, disability insurance, workforce investment act, and welfare to work program.
- 4.14 Enrolled TAY** – TAY who have agreed to participate in ITSP services and is actively participating.
- 4.15 Enrolled TAY from Another County** - TAY who is living in Los Angeles County and is participating in ITSP; however his/her originating county of jurisdiction is outside of Los Angeles County.
- 4.16 Experiential Learning Tool** – tool that reflects how TAY participating in the individualized transition skills program (ITSP) will acquire knowledge, skills and learn by doing specific tasks.
- 4.17 Extended Foster Care (EFC)** – program which allows dependency court supervised youth to remain in foster care after age 18 through age 20 as non-minor dependents who meet the federal participation criteria for continued eligibility.
- 4.18 Foster Care** – situation, in which for a period of time, a minor child/children lives with and is cared for by people who are not the child's/children's biological parents as stated in a court order.
- 4.19 Face-to-Face Interaction** - Face-to Face interaction is defined as in-person interactions, unless prevented by events beyond the control of contractor, including but not limited to pandemic, natural disaster, or civil unrest. Contractor shall obtain written approval from CPM or designee, before invoicing County for direct services provided to TAY that is not conducted face-to-face.
- 4.20 Gainful Employment** – full-time legal employment that is profitable and/or suited to the ability and potentiality of the one employed.
- 4.21 Group Activity** – session hosted by one or more transition development specialist (TDS) for multiple TAY.
- 4.22 High-Risk Behavior** – participation in activities including: use of illegal substances, gang activity, unprotected sexual activity, absence without

leave (AWOL), and any other type of social and/or self-destructive behavior.

- 4.23 Independent Living Program (ILP)** – federal legislation, public law 99-272 (1986) and public law 106-169 (December 14, 1999) that requires an (ILP) program in which the individualized transition skills program is administered.
- 4.24 Independent Living Program Coordinator (ILPC)** - DCFS and Probation Youth Development Services Division (YDSD) staff who assist transition age youth, ages 16 through 20 to prepare for adulthood.
- 4.25 ILP Eligible** – status of being qualified to receive (ILP) independent living program services as defined by the DCFS YDSD, according to state and federal regulations/guidelines. One of the following requirements must be met.
- 4.26 Individualized Transition Skills Program (ITSP)** – life skills training services provided by a contractor to assist TAY, ages 16 through 20, successfully transition out of the foster care system.
- 4.27 KIN-GAP** – financial assistance for children, who as dependents of dependency court, are ordered into legal guardianship with a relative resource family (as determined by a dependency court judge), and dependency court jurisdiction is terminated.
- 4.28 Kinship TAY** – foster youth age 16 through 20 that reside with a relative resource family.
- 4.29 Los Angeles Homeless and Services Authority (LAHSA)** – Supports and creates solutions to homelessness in Los Angeles County.
- 4.30 Los Angeles County Department of Economic Development** - provides workforce and economic development within County of Los Angeles, providing employment services to adults and youths, and provides services that help the lives of adults and youth in Los Angeles County.
- 4.31 Non-Marital Childbirth** – when a child is born to unwed parents.
- 4.32 No–Show** - a Session (including assessment) scheduled by a Transition Development Specialist (TDS), for which the participating TAY fails to attend without previously cancelling or re-scheduling the session.
- 4.33 Permanent Relationship** – lifelong relationship with one or more adults who provide a reliable support system for a TAY.
- 4.34 Performance Targets** - measurable benchmarks, which guide performance toward a desirable result.
- 4.35 Placement Type** – type of placement in which a TAY resides (e.g. foster home, STRTP, etc.).
- 4.36 Probation** – county of Los Angeles Probation department.

- 4.37 Probation Child Welfare** – means the section of the County’s Probation Department that supervise and fulfills state and federal mandates for Probation foster youth.
- 4.38 Program Goal** – ultimate impact that directs and focuses the program objective to be aligned with DCFS’ and probation’s mission and vision for ILP TAY.
- 4.39 Resource Family** – TAY’s relative, legal guardian, or caregiver who has the responsibility for the care, custody, and welfare of the TAY.
- 4.40 Referred TAY** – Identified TAY who are eligible to receive ITSP services.
- 4.41 Re-Enrolled TAY** – TAY who was previously enrolled in ITSP and has been re-enrolled to finish the term remaining for completion of ITSP.
- 4.42 Self-Advocacy** – TAY’s ability to intervene and/or address issues pertaining to his/her personal gain and development.
- 4.43 Self-Sufficiency** – TAYS’ ability to manage personal affairs, make solid judgements, provide for themselves (e.g. independent) and maintain permanent relationships during their participation in ITSP.
- 4.44 Self-Sufficient Adult** – individuals, aged 18 or older, who are able to manage their own personal affairs, make sound judgments, and provide for themselves.
- 4.45 Session** – period of time devoted to individualized transition skills program services and support provided to each TAY by contractor’ TDS.
- 4.46 Supportive Housing Division (SHD)** – Division within DCFS which is dedicated to identifying housing resources and addressing the needs of families and Transition Age Youth (TAY) experiencing or at risk of housing instability and homelessness.
- 4.47 Transition** – act of changing from one living situation to another, i.e. changing from a dependent TAY to a self-sufficient adult.
- 4.48 Transition Age Youth (TAY)** – foster or probation youth, ages 16 through 20, who is ILP eligible and is preparing to exit or have exited the foster care system, including those considered out-of-county.
- 4.49 Transition Conference (T-Con)** – meeting where a transition plan for TAY, is developed at least 90 days prior to his/her 18th birthday. The conference should include the TAY, his/her social worker and the TAY’s support persons, to include the ILPC when applicable.
- 4.50 Transition Development Specialist (TDS)** – contractor’s staff who provides individualized transition skills training to TAY and their resource family (if applicable).
- 4.51 Welfare Institution Code (WIC) 827** – legal code that governs rights for a TAY to have access to or receive information about his/her juvenile case files.

4.52 Workforce Innovation and Opportunity Act (WIOA) – employment programs (America’s Job Centers of California) that provide employment services to eligible youth.

4.53 Vital Documents – documents that are necessary to show proof of birthplace, residency and citizenship (e.g. birth certificate, social security card and identification).

4.54 YDSD – Youth Development Services Division.

5.0 TARGET POPULATION

5.1 ITSP will serve all TAY (including TAY who identify as LGBTQ+) referred by the County including foster and Probation foster open cases and KinGap who are ILP eligible between the ages of 16 through 20.

5.1.1 ITSP services provided by the Contractor are meant to focus on TAY; however, his/her Resource Family will not be mandated to participate, but agree to have ITSP services to referred TAY. TAY self-consent overrides caregiver refusal.

5.2 TAY enrolled in ITSP shall participate on a voluntary basis for up to 24 months. However, a TAY meeting all of the eight Chafee Outcomes, as outlined in their ITSP plan can exit the program prior to 24 months thereby completing the program. Enrolled TAY must participate in ITSP for at least 12 months to receive a certificate of completion.

5.2.1 Enrolled TAY who exits the ITSP prior to the 24th month can request to re-enroll in ITSP, but is only eligible to receive services for the remaining months in his/her original ITSP plan.

5.3 Contractor shall be able to provide the specified number of service hours to the number of TAY specified in the SOW Exhibit A-6 each month for the ITSP.

6.0 COUNTY RESPONSIBILITIES

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

6.2 CPM or designee will have full authority to oversee Contractor’s performance in the day-to-pay operation of this Contract.

6.3 CPM is responsible for management of Contract operation and overseeing monitoring activities, as identified in the Contract.

6.4 Overall coordination between Contractor and County shall be through the CPM or designee and CPD, or designee.

6.5 Designated County Staff will monitor and conduct random site visits to assess Contractor’s performance in accordance to the Contract.

6.6 County will provide a monthly invoice statement to CONTRACTOR for the purpose

and use of monthly invoice billing under this contract. (Exhibit A-10)

PART C – SCOPE OF WORK

7.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 7.1** CONTRACTOR shall designate a program manager who shall be responsible for the day-to-day activities related to this contract.
- 7.2** Contractor shall not utilize any employee whose work has been deemed deficient and unacceptable by the CPM or designee for services under this contract.
- 7.3** Contractor shall maintain communication with the ILP Coordinator, CSW and DPO as long as the enrolled TAY remains in the ITSP program.
- 7.4** Contractor shall communicate with the ILP Coordinator, CSW and DPO regarding the results of any assessments (Casey Life Skills Assessments and/or assessment tool selected by the County) via email or phone.
- 7.5** Contractor shall meet with DCFS/Probation or designee monthly as directed by the CPM or designee with DCFS/Probation ILP personnel to review program issues, discuss concerns and progress as it relates to the ITSP Program.
- 7.6** Contractor shall not schedule or conduct any meetings or negotiate any agreement on behalf of the County or DCFS/Probation.
- 7.7** Enrolled TAY or TAY and Resource Family must approve any Session or events requiring a different start or end time, TDS must clearly document this change in the status updates and in the TAY's case file within 2 business days of the change occurring.

8.0 DAYS/HOURS OF OPERATION

- 8.1** Contractor shall provide Individualized Transition Skills services throughout Los Angeles County, on days and during hours that are responsive to the needs of the target population.
- 8.2** Contractor shall ensure TDS services are available Monday through Friday from 9 a.m. to 5 p.m. and non-traditional hours Monday through Friday from 5:00 p.m. and end before 9 p.m. Services must be provided at times that align with the availability of TAY participants, including evenings and weekends between 9 a.m. and 9 p.m. Contractor may request approval from the County Program Manager to modify the hours of operation.
- 8.3** Contractor shall not be required to work on the following County holidays:
 - New Year's Day
 - Martin Luther King's Birthday (Third Monday in January)
 - Presidents Day (Third Monday in February)
 - Farm Workers Day (Fourth Monday in March)

- Memorial Day (Last Monday in May)
- Juneteenth
- Independence Day
- Labor Day (First Monday in September)
- Indigenous Peoples' Day (Second Monday in October)
- Veterans Day
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day

- 8.4** CPD or designee shall be available to receive telephone calls, texts, or e-mail from County CPM or designee between the hours of 8:00 a.m. and 5:00 p.m. and non-traditional hours from 5:00 p.m. and end before 9 p.m. Monday through Friday, this includes evenings and weekends, after 9:00 a.m. and end before 9 p.m. except on observed County holidays as referenced in Part B, Sub-section 8.3 of the SOW.

9.0 CONTRACTOR'S STAFFING

- 9.1** Contractor shall ensure that criminal clearance and background checks have been conducted for all staff prior to beginning work and continuing work under this contract.
- 9.2** Contractor shall ensure that staff providing direct support to TAY are trained and prepared to start providing services within 60 days after contract execution. Staff subsequently hired after the contract execution date must be trained within 60 days of hired date in order to start providing services to TAY.
- 9.3** Contractor shall ensure that a CPD, supervisory staff, additional administrative support, and clerical staff are hired, trained, and maintained throughout the term of this contract to fully service TAY referred to ITSP program.
- 9.4** Contractor shall ensure no staff are hired to perform dual roles/tasks (staffing assignments).
- 9.5** Contractor shall ensure any staff, who has direct physical contact with a TAY shall pass the Tuberculosis (TB) test and drug testing prior to initial contact.
- 9.6** CPD shall be full-time staff dedicated to this Contract.
- 9.7** Contract Program Director (CPD)

CONTRACTOR shall designate a CPD who is responsible for daily management of the Contract operations, and overseeing the work to be performed by CONTRACTOR, and shall have full authority to act for Contractor on all matters relating to the daily operation of this Contract.

- 9.7.1** CPD shall meet the following minimum requirements:

- a Bachelor's degree from an accredited university, with an academic

concentration in education, psychology, counseling, child development, or a closely related field;

- b. five years' experience working with the target demographic, including demonstrated experience working with a diverse population of youth – including youth of different races, gender identities, sexual orientations, ethnicities, religious backgrounds and income levels, and trained in accordance with Section 9.2 above.

- 9.8** CONTRACTOR shall ensure that staff providing direct support to TAY participate in a minimum of three trainings annually with topics that shall include the following (as referenced in Section 9.2): 1) Mandated Reporter Training; 2) Gender Spectrum Education (sexual orientation and gender identity) Training, and 3) YDSD Services and Resources 4) Implicit Bias and Cultural Competency within 60 days after contract execution.
- 9.9** Contractor shall maintain in staff personnel files verification or certificates of completion and provide to CPM upon request.
- 9.10** Contractor shall ensure continuity of personnel performing work under this contract.
- 9.11** Contractor shall promptly fill any vacancy in personnel with individuals meeting the qualifications needed to maintain the services.
- 9.12** CPD shall develop and implement a contingency plan to ensure continuous ITSP services are provided to the participating TAY in the event the TAY's TDS is on leave of absence, leaves the agency, or vacation exceeding two weeks.
- 9.13** Contractor shall notify the CPM of any anticipated or unanticipated disruption of services. Contractor shall provide written notification to the CPM and identified designee within 2 business days.
- 9.14** Contractor shall ensure that any disruption of services resumes within 24 hours of the disruption unless otherwise authorized by CPM.
- 9.15** Timely communication between Contractor and DCFS/Probation is necessary. CPD maintains the flow of information on management and policy changes between Contractor and DCFS/Probation and shall return the CPM's telephone calls and/or e-mail messages no later than the following business day, except on observed County holidays.
- 9.16** Contractor shall develop a mutual agreement form/document between the agency and the Referred TAY to reflect their intent to address the individual needs of the Referred TAY in accordance to Part C – Scope of Work sub. 11.0. The agreement form/document to be signed by the TAY or TAY and Resource Parent stating their willingness to participate in ITSP unless prevented by events beyond the control of Contractor, including but not limited to pandemic, natural disaster, or civil unrest. In this case electronic Addendum Number One signatures are acceptable. This mutual agreement is between the TDS and TAY shall be maintained in the TAY's

ITSP case file. Electronic signature is acceptable.

9.17 If there is a need to re-match the assigned TDS or TAY, Contractor/CPD shall provide written notification of the change to the CPM and designee within five calendar days of completion of the re-match. Contractor to ensure reasonable preparation with the TAY of the pending change of staff to avoid any anxiety or loss of connection to their TDS.

9.18 Transition Development Specialist (TDS)

9.18.1 Contractor shall hire and maintain TDS that meet the following minimum qualifications:

- a. a Bachelor's degree from an accredited university or college, with an academic concentration in education, psychology, sociology, counseling, child development, public administration or a closely related field;
- b. one year of experience working with the target population;
- c. demonstrated experience working with a diverse population of youth – including youth of different races, gender identities, sexual orientations, ethnicities, religious backgrounds and income levels.

9.19 Contractor shall ensure TDS continues to provide services and support if the TAY relocates during his/her participation in ITSP, as this continuity of support is a critical aspect of ITSP. If relocation of TAY is not practical for TDS to continue services, a new TDS shall be assigned. If Contractor determines a rematch would be detrimental to the progress of TAY or cause a drop from program, Contractor may request approval from CPM for alternative sessions.

9.20 Contractor shall ensure full-time TDS Staff maintain a caseload of up to 25 TAY when necessary, at any given time.

9.21 Contractor shall ensure part-time TDS maintain a caseload of no more than 13 at any given time.

9.22 Contractor shall make available the required number of TDS to train up to the number of TAY to be served identified in the (SOW Exhibit A-6) 60 days after the contract is executed.

9.23 Bilingual Staff

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

10.0 SERVICE DELIVERY LOCATIONS

10.1 Contractor shall maintain a designated office space, telephone, fax, and e-mail accounts for staff working under this Contract, throughout the term of the Contract.

- 10.2** Contractor shall furnish all equipment, supplies and training materials necessary to perform all the services in accordance with this Statement of Work.
- 10.3** Contractor shall ensure that service delivery sites are located within Los Angeles County and are accessible/serve marginalized and underserved communities. Sessions located outside of Los Angeles County shall require prior CPM approval.
- 10.4** Contractor shall provide a continuum of services to enrolled TAY that relocate outside of Los Angeles County if relocation of TAY home is practical to continue ITSP services.
- 10.4.1** Contractor shall submit a request to obtain a waiver of the continuation of enrolled TAY with their assigned TDS, if relocation or distance of TAY's residence is not practical to continue services. Contractor shall submit this request to the CPM for review and approval. Contractor may submit a request to continue services virtually if relocation or distance of TAY's residence is not practical to continue services.
- 10.5** Contractor shall use sites for Group Activity (e.g. Independent City, employment workshops, financial aid workshops, and DCFS/YDSD sponsored and hosted events) for enrolled TAY and their Resource Family to enhance the peer social networking skills of enrolled TAY approved by the CPM.

Service Delivery to TAY

- 10.6** Contractor shall ensure that an exit meeting with the enrolled TAY, or TAY and resource family is conducted 60 days prior to the anticipated ITSP completion date and prepare all parties for case closure. The topics addressed should include; when the final assessment will occur, when the final incentive payment will be disbursed (if applicable), the final survey, and any other topics that shall arise and are TAY specific.
- 10.7** Contractor shall ensure that the service delivery is in the home of the enrolled TAY or at a community-based site near their residence.
- 10.8** TDS shall have an automobile, a valid California Driver's License and current automobile insurance, and shall provide transportation for the enrolled TAY when necessary to meet the eight Chafee Outcomes.
- 10.9** Contractor shall ensure TDS provides a continuum of services and support to the enrolled TAY throughout the TAY's participation in ITSP.
- 10.10** Contractor shall provide direct services to TAY face-to-face unless prevented by events beyond the control of Contractor, including but not limited to pandemic, natural disaster, or civil unrest. Contractor shall obtain written approval from CPM or designee, before invoicing County for direct services provided to TAY that is not conducted face-to-face.
- 10.11** Contractor/TDS shall assist and arrange the TAY's participation and involvement in DCFS/ILP hosted and sponsored events which may include transporting and chaperoning.

11.0 ITSP SERVICE PLAN

- 11.1** The ITSP services provided by Contractor are meant to focus on enrolled TAY to enhance his/her/their ability to become self-sufficient. Contractor shall develop and implement a general two-year ITSP service Plan that shall include the enrolled TAY. The ITSP service plan shall aim to achieve the program goals and outcomes as outlined in Part B Project Foundation, Program Goals; Section 3.0, Program Deliverables; and 34.0, Performance Outcome Summary of the SOW. This plan shall include use of the TILP and the County approved life skills assessment tool. Upon receipt of the assessment results, Contractor shall personalize the general ITSP plan for each enrolled TAY, based on the expressed needs of each enrolled TAY.
- 11.1.1** Contractor shall provide a plan to meet the ten program goals below in conjunction with the eight Chafee Outcome Goals. ITSP enrolled TAY will have knowledge of how to access information via training, workshops, and/or activities related to the program goals: 1) Educational Attainment; 2) Post Graduation and Linkage; 3) No Barriers to Self-Sufficiency; 4) Possessing of Daily Life Skills; 5) Self Advocacy Skills; 6) Health Information, Prevention and Insurance; 7) Applying for and receiving Social Services or other financial assistance; 8) Permanent Relationship/Connection; 9) Prepare for Gainful Employment; and 10) Safe and Affordable Housing.
- 11.2** Contractor shall manage and operate ITSP that will provide training, guidance, and assistance to enrolled TAY to achieve Self-Sufficiency. Contractor's program plan shall enable enrolled TAY to receive services in-home (or local community site). The services shall address the needs of the enrolled TAY.
- 11.3** Contractor shall provide to CPM their specific two-year ITSP plan that is tailored to each TAY to meet the eight Chafee Outcomes as referenced in Subsection 11.1.1 of SOW within 30 days of execution of the contract.
- 11.3.1** The enrolled TAY ITSP service plan should be based on his/her/their outcome of the initial life skill assessment. TAY shall receive the maximum number of service hours allowed in the SOW allowing TAY to achieve their ITSP goals.
- 11.3.2** The Contractor shall provide Certificate of Completion of ITSP services to TAY that complete the program. Enrolled TAY must participate in ITSP for at least 12 months to receive a certificate of completion. Copies of the Certificate of Completion shall be made available to the County upon request of the CPM.
- 11.4** Contractors shall provide each enrolled TAY a minimum of four hours to a maximum of five hours of billable services to achieve their established service plan each month. If additional service hours are needed for an enrolled TAY within the same month, Contractor shall request prior written approval from the CPM or designee. A minimum of 2.5 hours invoiced per month per TAY should be for face-to-face interaction. Unless circumstances as indicated in 10.10 are present such as a pandemic, natural disaster, or civil unrest, which are events beyond the control

of the Contractor. A maximum of 2.5 hours per month may be billed for time that is not spent face-to-face with the TAY. A maximum of one hour may be billed for preparation time spent on behalf of the TAY. If additional service hours are needed for an enrolled TAY within the same month, Contractor shall request prior written approval from the CPM or designee. (Reference Sample Contract Exhibit B Line Item Budget and Budget Narrative)

11.4.1 Contractor shall acquire and maintain full signatures and dates from all enrolled TAY for all ITSP services rendered during any face-to-face session unless prevented by events beyond the control of Contractor, including but not limited to pandemic, natural disaster, or civil unrest. In this case electronic signatures are acceptable and when sessions are not in-person.

11.4.2 Session activities shall include the following in order to make progress towards achieving the established goals:

11.4.2.1 Administering identified tool used to conduct a baseline assessment of TAY's knowledge of life skills;

11.4.2.2 Assisting enrolled TAY with college enrollment and financial aid preparation;

11.4.2.3 Demonstration of home economics (e.g. budgeting for meal planning, financial literacy, doing laundry, maintaining a residence, etc.); and

11.4.2.4 Preparation of planning for future face to face sessions or activities **(1 hours max)**. (Reference Sample Contract Exhibit B Line Item Budget and Budget Narrative)

11.4.2.5 Contractor shall provide the appropriate session hours per month for each enrolled TAY that meet the TAY's individualized needs as defined by the eight Chafee Outcomes.

11.4.2.6 Contractor **shall not** invoice for travel time to ITSP related activities.

11.4.2.7 Each ITSP Session shall address at least one of the Chafee Outcomes. ITSP will address and meet the individualized needs, as defined by the eight Chafee Outcomes referenced in Part B, Sub-section 3.0. Contractor shall use the goals indicated in the TILP as a reference to guide them in meeting the enrolled TAY's individualized needs.

12.0 COMMUNITY LINKAGE

12.1 Contractor shall identify and develop connections, partnerships or relations to promote linkages to public and private resources that can enhance the TAY's strengths and address their challenges. This shall include, but is not limited to: Community Based Organizations (CBO) shall encompass agencies that provide culturally-competent services to meet the needs of marginalized and underserved communities. Any other resources as deemed necessary to aid in successful

transitioning.

- 12.2** Contractor shall ensure enrolled TAY are aware of resources including; the YDS website, <http://www.ilponline.org> (Education Section), <http://www.Careerzone.com> and The ABC's of Transition and the Independent Living Program manual at www.publiccounsel.org.

13.0 REFERRALS

- 13.1** Contractor shall provide ITSP services up to the maximum number of referred TAY served for ITSP referenced per month in SOW Exhibit A-6. County does not guarantee that the number of referred TAY requiring services will be the number of ITSP TAY identified in SOW Exhibit A-6 per month. The number of referred TAY requiring services will vary on a month-to-month basis due to ILP eligibility.
- 13.2** Contractor agrees to accept all referrals from County in order to meet the target number of enrolled TAY served as stated in Exhibit A-6.
- 13.3** Contractor understands that the number of TAY referred by the County to be served can vary from month to month.
- 13.4** County does not guarantee the number of referred TAY to be served per month or contract period.
- 13.5** CSW or Probation Liaison will forward the required referral documents: 1) A current TILP, SOW Exhibit A-2a, and 2) the DCFS 5557 (SOW, Exhibit A-2b) to DCFS/Probation ILP Coordinators who will forward the referral to the Contractor for ITSP services. These forms and any other forms referenced in this SOW are subject to change at the sole discretion of the County.
- 13.6** The DCFS/Probation ILP Coordinators shall make all referrals to ITSP Contractor via fax or email.
- 13.7** Referrals shall include a current TILP and DCFS 5557. Contractor shall return any referrals without the required documents to the ILP Coordinator within two business day after discrepancy was identified.
- 13.8** Contractor shall provide services to the referred TAY upon receipt of the TILP and DCFS 5557. Contractor to engage TAY and determines TAYs interest in participation of ITSP services within 10 business days and complete the enrollment process.
- 13.9** Contractor shall make no less than three attempts which includes telephone, email, and text within five consecutive business days to contact the referred TAY and Resource Family.
- 13.10** Contractor shall complete supportive documentation of all efforts, including date and times, in TAY Status Update (Exhibit A-3), and send to the referring DCFS/Probation ILP Coordinator if contact is unsuccessful (as noted in Section 29.5). Contractor shall make contact with ILPC and assigned CSW/DPO if attempts are unsuccessful before closing the referral.

- 13.11** Contractor shall maintain the documentation in the office files, subject for review.
- 13.12** To increase TAY participation, Contractor shall participate in recruitment efforts at various TAY events and placements (i.e. college, ILP events, youth employment fairs, resource fairs and STRTPs) to introduce ITSP services to eligible TAY and/or Resource Family.
- 13.13** TAY under the jurisdiction of another county who resides in LA County and are ILP eligible shall receive ITSP services up until they terminate from placement or return to the county of jurisdiction. All required reporting and correspondence will be directed to the Out-of-County Coordinator.
- 13.14** Contractor shall implement an ITSP service plan for out of county TAY as reference in 11.1 of SOW.

14.0 PROCESSING REFERRALS

- 14.1** Contractor shall complete the tasks indicated in Sub-sections 14.2 through 14.6 within fifteen business days of receipt of the referral.
- 14.2** Contractor shall acknowledge receipt of the referral by submitting a TAY Status Update (SOW, Exhibit A-3) via fax or email to the referring ILP Coordinator/Probation Liaison and the assigned CSW/DPO.
- 14.3** Contractor shall assign a TDS to the enrolled TAY.
- 14.3.1** If TAY is re-enrolling in ITSP, Contractor shall re-match the re-enrolled TAY with his/her/their original TDS (if applicable) before matching/assigning a new TDS. Contractor shall notify ILPC/CSW/DPO that TAY is re-enrolled.
- 14.3.2** Contractor shall assign TDS to referred TAY by geographical location of the TAY's residence.
- 14.3.3** if no TDS is available within fifteen business days, Contractor shall assign a TDS as soon as one becomes available and notify the ILPC/CSW/DPO.
- 14.4** Contractor shall contact the referred TAY and his/her/their Resource Family immediately upon receipt of the referral to share his/her role and schedule a date and time for the ITSP enrollment process to begin.
- 14.5** Contractor shall develop agreement forms to be signed by the enrolled TAY stating his/her/their willingness to participate in ITSP. Contractor shall also obtain approval from the Resource Family agreeing to allow ITSP services at the enrolled TAYs residence, if appropriate. Agreements shall be maintained in the TAY's ITSP case file maintained by the Contractor. Agreement form will be presented to CPM for review within 30 days of execution of the contract.
- 14.6** Contractor shall administer the applicable assessment tool as referenced below (16.1) to enrolled TAY determine the referred TAY's ITSP service plan needs.
- 14.7** Reverse referrals may be generated as a result of Contractor/TDS meeting TAY at

a resource event or in the community. TAY's information can be provided to CPM to determine eligibility and if appropriate CPM or designee will submit a referral on behalf of the TAY for ITSP enrollment.

- 14.8** Contractor shall notify CPM or county designee regarding any delay in linkage to ITSP services for a TAY 10 business days after receipt of referral.

15.0 ITSP SESSION LOGS

- 15.1** Contractor shall develop an ITSP Session sign-in and sign out log for every Session, including Group Activity. The enrolled TAY and the TDS shall sign, date, and note beginning and ending session times on the session sign-in and sign-out log. The Session sign-in and sign out logs are to be kept in file in the enrolled TAY's chart and made available to the CPM or designee when requested.

16.0 LIFE SKILLS ASSESSMENT

- 16.1** Contractor shall use a County approved Nationally recognized life skills assessment tool (such as the Ansell-Casey Life Skills Assessment Form – TAY Level 4) as shown in (SOW Exhibit A-5) and also available on the Casey Family Programs' website at the following link: <https://www.casey.org/casey-life-skills/> to conduct a baseline assessment (initial life skills assessment) of each enrolled TAY to determine his/her/their knowledge in relation to the eight Chafee Outcomes. County, at its sole discretion, can request Contractor to utilize a different life skills assessment tool, if the current County approved life skills assessment tool has been determined to be insufficient at any time throughout the term of the Contract.
- 16.2** Contractor shall administer a County approved life skills assessment tool to the enrolled TAY for ITSP to determine his/her/their starting point to initiate services as referenced in Part C, Sub-section 11.1 of the SOW. Contractor shall maintain all case files on enrolled TAY with supporting documentation of services provided. All case files are to be maintained in the Contractor's place of business and shall be rendered upon request by the County.
- 16.3** Contractor shall administer the life skills assessment at the beginning of the enrolled TAY's participation in ITSP and each six months after TAY's enrollment to determine his/her/their ITSP progress. Contractor shall issue incentive payments as referenced in Part C, Sub-section 28.0, and ITSP Participant Incentives.
- 16.4** Contractor shall complete an assessment/evaluation of the progress of each enrolled TAY to determine the effectiveness of the program.

17.0 HIGH SCHOOL DIPLOMA/ATTAINMENT

- 17.1** Contractor shall meet with enrolled TAY and Resource Family to ensure he/she/they is timely enrolled in classes to graduate as required by their respective school district, and provide assistance to ensure he/she/they is knowledgeable of and/or enrolled in classes that meet the A-G requirements (A. History/Social Science – two years; B. English – four years required; C. Mathematics – three years required, 4 years recommended; D. Laboratory Science – two years required, three years recommended; E. Language Other than English (Foreign

Language) – two years required, three years recommended (two years of the same language); F. Visual and Performing Arts – one year required; and G. College preparatory electives – one year required) necessary to pursue a post-secondary education.

- 17.2** Contractor shall ensure enrolled TAY will receive services, including tutoring referrals that will result in enrolled TAY receiving his/her/their high school diploma.
- 17.3** Contractor shall provide educational mentoring including consistent review of academic records to determine if enrolled TAY is making progress to acquire a high school diploma or its equivalent.
- 17.4** Have sufficient economic resources to meet daily needs including completing high school graduation.
- 17.5** Contractor shall ensure enrolled TAY meets with the High School Counselor, Career Counselor or Foster Youth Educational Liaison as needed.
- 17.6** Contractor shall provide resources to enrolled TAY including: improving study skills, educational and tutoring referrals and other relevant educational enhancement services.
- 17.7** Upon high school graduation or completion of General Education Development Certificate (GED) or California High School Certificate, the Contractor shall verify and request a copy of the enrolled TAY's high school diploma or certificate of completion.

18.0 EDUCATIONAL AND VOCATIONAL SUPPORT

- 18.1** Contractor shall ensure enrolled TAY will receive information that will assist in his/her/their continuing education.
- 18.2** The program plan shall illustrate how the Contractor will provide assistance to enrolled TAY in understanding all his/her/their options for graduation including community college, a four-year college/university and vocational/education or training.
- 18.3** Contractor shall provide enrolled TAY with assistance in completing the enrollment process including applications for: Admission, Equal Opportunity Program/Equal Opportunity Program Services (EOP/EOPS), Financial Aid, Scholarship/Sponsorship, Educational/vocational grants, Cal Grants, Chafee Educational Vouchers, upon exiting care Guardian Scholars (or applicable program) and campus housing (if post-secondary education is desired).
- 18.4** Contractor shall refer enrolled TAY to financial aid workshops when necessary or applicable.
 - 18.4.1** Contractor shall provide academic resources to enrolled TAY that can support the enrolled TAY's educational TILP goals.
 - 18.4.2** Contractor may attend meetings (e.g. Transition Conferences, Child and

Family Team meetings (CFTs), 90-Day Transition Conferences) that address the academic needs and goals of the enrolled TAY.

- 18.4.3** Contractor shall ensure enrolled TAY has basic knowledge of computer use including Microsoft Suite (Word, Excel, Power Point and Access) and internet research ability to assist in their continued educational goals.

19.0 INTERPERSONAL AND SOCIAL RELATIONSHIPS

- 19.1** Contractor shall ensure enrolled TAY receives vital information that will result in him/her/them avoiding Non-Marital Childbirth.
- 19.2** Contractor shall provide educational information including: dating; birth control; safe sex; and sexually transmitted diseases (STDs).

20.0 HIGH RISK BEHAVIORS

- 20.1** Contractor shall inform enrolled TAY of what high risk behaviors are and provide strategies on how he/she/they can avoid high risk behaviors.
- 20.2** Contractor shall advise enrolled TAY of high-risk behaviors including, gang activity, alcohol/substance abuse, unhealthy eating/diet, domestic violence, lack of respect for authority/law enforcement and criminal or self-destructive behaviors/activities resulting in legal ramifications. This will include referring TAY to gang prevention program or re-direct high-risk behaviors.

21.0 AVOIDANCE OF HIGH RISK BEHAVIORS

21.1 Behaviors Detrimental to Health

21.1.1 Unprotected Sex

- a. Non-marital childbirth
- b. Sexually transmitted diseases

21.1.2 Alcohol and substance abuse

21.1.3 Unhealthy diet

21.2 Illegal Behaviors

Strategies for avoiding all illegal activities include:

21.2.1 Domestic violence

21.2.2 Gang Affiliation

21.2.3 Traffic citations, fines and warrants

21.2.4 Fraudulent activities

21.2.5 Petty theft

22.0 AVOIDING ILLEGAL BEHAVIORS

- 22.1** Contractor shall provide enrolled TAY strategies on how to avoid incarceration.
- 22.2** Contractor shall inform enrolled TAY of various ways to avoid incarceration.
- 22.3** Contractor shall educate enrolled TAY on ways to prevent any involvement or contact with the criminal justice system that is negative. The topics should include: avoiding gang affiliation, citations, tickets, fines or warrants (Metropolitan Transit Authority (MTA) or criminal), fraudulent activity (i.e. identity theft and bad check writing), vandalism and assault.

Securing Legal Assistance

- 22.4** Contractor shall provide enrolled TAY information on how to seal a juvenile court record (if necessary).
- 22.5** Contractor shall share information with enrolled TAY or TAY on how to acquire legal assistance via Public Counsel, Alliance for Children's Rights and other No/Low Cost Legal Consultation/Assistance agency.
- 22.6** Contractor shall ensure enrolled TAY knows how to access all important documents from DCFS/probation departments, including proof of county dependency prior to exiting care.

23.0 ECONOMIC SUFFICIENCY

- 23.1** The Workforce Innovation and Opportunity Act (WIOA) of 2014 requires employment programs (America's Job Centers of California) to provide services to eligible youth (including those in foster care or aged out of the foster care system), 14 through 24 years of age. They provide job seekers and workers with high-quality career services, education and training, and supportive services. Contractors shall ensure interested TAY are aware of these services.
- 23.2** Contractor may create partnerships with community/local businesses that are open to hiring ITSP enrolled TAY participants.
- 23.3** Contractor shall inform enrolled TAY about Youth Development Services Job section regarding any on-the-job training programs, including participation in job tours/shadowing, employment resource fairs, volunteer or internship opportunities.
- 23.4** Contractor shall inform enrolled TAY of the local America's Job Centers of California in their respective communities, for enrolled TAY seeking employment.
- 23.5** Contractor shall assist enrolled TAY in completing an employment assessment to determine his/her skill/occupational levels and interest. example: such as <http://www.cacareerzone.org>.
- 23.6** Contractor shall show enrolled TAY how to develop strategies to meet their

employment goal.

- 23.7** Contractor shall provide enrolled TAY with employment preparation services including: resume writing, completing an employment application, securing potential job leads, interviewing techniques/skills, being work ready, and exploring career options, strategies for seeking and retaining employment.
- 23.8** Contractor shall inform and discuss with enrolled TAY the basic pre-employment skills such as dressing appropriately for an interview and the workplace, and job guidance (e.g. being on time and having a positive attitude, etc.).
- 23.9** Contractor shall assist enrolled TAY in acquiring or retaining employment (e.g. summer employment, foster youth employment programs when available), with the ability to use as a reference and serve as sufficient work experience resulting in gainful employment.
- 23.10** Contractor shall provide enrolled TAY with examples of how to read and understand a check stub including hours worked/paid, tax deductions, health benefit cost and the difference in gross and net income.
- 23.11** Contractor shall inform enrolled TAY of community occupational and/or vocational programs such as Job Corps, Conservation Corps, non-profit organizations and internet resources including: YDS website <http://www.ilponline.org>; <http://www.cacareerzone.org> and the “ABCs” of Transition and the Independent Living Program at www.publiccounsel.org/tools/publications/files/0042.pdf.
- 23.12** Contractor shall provide available information to enrolled TAY from the Los Angeles County Department of Consumer and Business Affairs and the State Labor Commission regarding the rights of employees in the workplace to be free from discrimination in hiring and for fair wages and pay for overtime.
- 23.13** Contractor shall inform enrolled TAY of LA County/City processes for employment and assist TAY in applying for civil service positions (examinations) in relation to the 2016-2021 County of Los Angeles Strategic Plan Goal II.1.3 Coordinate Workforce Development by identifying and aligning workforce development programs to provide career pathways for high-needs, priority populations and to support the labor needs of the County’s high-growth industry sectors.

24.0 DAILY LIFE SKILLS

- 24.1** Contractor shall provide services to enrolled TAY with specific information and training regarding daily life skills including: personal maintenance and personal responsibility to result in their success as self-sufficient adults.
- 24.2** Contractor shall include activities that enable the enrolled TAY to build self-confidence, advocate for themselves and enhance self-esteem. In addition, Contractor shall provide information that captures sexual orientation, gender identity and gender expression (e.g. www.genderspectrum.org), including referring TAY to the LA LGBT Center (<https://lalgbtcenter.org>) or the DCFS Office of Equity

(ooe@dcfs.lacounty.gov).

- 24.3** Contractor shall ensure enrolled TAY receive knowledge of daily life skills including: problem solving, conflict resolution, social skills, interpersonal skills, coping skills, survival skills, and having a sense of connectedness to persons and community.
- 24.4** Contractor shall provide enrolled TAY with information and training on financial management/budgeting including paying and disputing bills; establishing and maintaining a personal savings and checking account; how to purchase groceries; how to prepare meals; how to order at restaurants, how to clean and maintain a household; knowledge regarding consumer rights and resources; how to address landlord/tenant and/or property ownership issues; how to use public transportation, how to purchase an automobile, addressing tickets and/or fines; have knowledge of how to protect/avoid/resolve identity theft issues; possess basic computer/internet skills; and have knowledge about consumer rights and resources.
- 24.5** Contractor shall teach and assist enrolled TAY on how to access his/her/their vital/important documents such as: Birth Certificate; Social Security Card; immunizations records; medical records; health and education passport; Social Security Income (SSI); California Identification/Driver's License; acquiring or proof of citizenship or residency; and proof of dependency status. (if applicable)
- 24.6** Contractor shall ensure enrolled TAY receives information regarding health and mental health services/resources including: counseling, Medi-Cal, the re-application/extension/replacement process and accessing specialized medical services.
- 24.7** Contractor shall assist enrolled TAY in understanding what is necessary to retain health care, including Medi-Cal, ensure he/she/they receives information specifically related to his/her/their medical needs and how to meet them.

25.0 ACCESS TO COMMUNITY SERVICES

- 25.1** Contractor shall ensure that ITSP staff provide enrolled TAY with information, resources and direct assistance for how to access any and all social service departments such as DPSS and other sources of support including: Social Security Income (SSI), CalWORKs, General Relief (GR)/General Assistance, Temporary Assistance for Needy Families (TANF), Cal Fresh and Child Support.
- 25.2** Contractor shall provide information about all available ILP services, how to access ILP services, including completion of a detailed virtual tour of the official Los Angeles County YDS website: <http://www.ilponline.org>.
- 25.3** Contractor shall also refer the enrolled TAY to various CBOs that provide culturally competent services to meet the needs of marginalized and underserved communities that can benefit their well-being and assist in their transition to self-sufficiency (e.g. State Department of Rehabilitation).

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

26.0 HOMELESSNESS

- 26.1** Contractor shall ensure enrolled TAY receive knowledge of how to avoid homelessness and acquire permanent housing, such as providing information to TAY about LAHSA's Coordinated Entry System (CES) , Los Angeles County Department of Homeless Services and Housing, and Supportive Housing Division (SHD).
- 26.2** Contractor shall inform enrolled TAY of what safe, affordable housing is, how to acquire safe and affordable housing and transition into safe or affordable housing when they exit care. In addition, providing TAY with tools/resources such as 211 and <http://www.iponline.org> that will result in his/her/their awareness of how to avoid homelessness.
- 26.3** Contractor shall assist enrolled TAY with a housing plan and securing stable housing including Extended Foster Care when appropriate.
- 26.4** Contractor shall provide information to enrolled TAY if applicable including: how to acquire housing, retain housing, paying rent/bills, resolve landlord/tenant issues, budgeting, and other local, state, transitional housing and Federal housing programs, prior to their dependency case closing.
- 26.5** Contractor shall inform enrolled TAY of the importance in participating in the 90-Day Transition Planning Conference where TAY can be assessed for appropriate housing referrals (e.g. transitional housing, or mental health). Contractor shall participate in the 90-Day Transition Planning Conference.

27.0 GROUP ACTIVITIES

- 27.1** Group Activity shall be limited to a maximum of 25 enrolled TAY with a ratio of at least one TDS to five enrolled TAY. The enrolled TAY must be in agreement to participate. If more than twenty-five enrolled TAY are appropriate for an activity the contractor shall seek from approval from CPM.
- 27.2** Group Activity shall be limited to four group activities during a TAY's participation in ITSP per year and meet one or more of the Chafee Outcomes (reference Part B Section 3.0).
- 27.3** If additional group activities are needed and will exceed the limit, pre-approval from the CPM must be obtained.
- 27.3.1** Time spent in all group activities will constitute up to a maximum of three hours of billable session hours for each enrolled TAY. The allowable

services invoiced for each enrolled TAY shall be invoiced accordingly. If any group activity is expected to exceed the maximum of three hours, pre-approval from the CPM must be obtained.

- 27.3.2** Contractor shall use sites for Group Activity (e.g. Independent City, employment workshops, financial aid workshops, etc.) for TAY and their Resource Family to enhance the peer social networking skills of enrolled TAY.

28.0 ITSP PARTICIPANT INCENTIVES

- 28.1** Contractor shall ensure each enrolled TAY who participates in ITSP receives payment incentives based on his/her/their progress in meeting his/her ITSP goals as referenced below.
- 28.2** To enhance and motivate enrolled TAY participation, Contractor shall provide enrolled TAY with monetary incentives of \$75.00 each to reward the enrolled TAY upon completion of an ITSP goal or completion of a sixth month assessment, for a maximum of \$300.00 during the time an enrolled TAY is participating in the program. Contractor shall award enrolled TAY when he/she/they achieves his/her/their goal that is aligned with one of the eight Chafee Outcomes. Incentives are to be disbursed when enrolled TAY achieves an ITSP goal anytime, as defined in the (SOW, Part B, and Section 3.0 Program Goals).
- 28.3** Disbursement of the incentives must be documented including proof of receipt by enrolled TAY to include the following identifying information for each enrolled TAY paid the incentive: full name of enrolled TAY, date of birth, enrolled TAY's signature, case number, case-carrying CSW/DPO and ILP Coordinator. Contractor shall maintain a log of all such incentive payments in each enrolled TAY case file.
- 28.4** Contractor shall submit a request to CPM if any other individualized goals other than those noted in (Part B, Section 3.0, and Program Goals of SOW). CPM will provide a decision to the Contractor approving or denying the request within five business days.

29.0 TAY STATUS UPDATE FORM

Contractor shall prepare TAY Status Update (SOW, Exhibit A-3) for each TAY referred or enrolled. Each TAY Status Update form shall have the following identifying information; first and last name, date of birth, State ID number, placement type, contractor name, assessment date, and DCFS/Probation ILP Coordinator. Contractor shall provide TAY Status Update within five business days to the DCFS/Probation ILP Coordinator and the assigned CSW/DPO to confirm receipt of the referral(s).

29.1 Completion of ITSP Goals

For each enrolled TAY served, Contractor shall submit the TAY Status Update to the ILP Coordinator within ten business days of the enrolled TAY's completion of each ITSP goal. The TAY Status Update shall include specific information

regarding the sessions/workshops he/she/they participated in during the applicable timeframe to include the total number of sessions and hours per enrolled TAY. There should also be a notation including an incentive payment amount to enrolled TAY (if applicable) including the amount, date and time he/she received the incentive payment.

29.2 Non Compliance/Unresponsive to Services

Contractor shall submit TAY Status Update for each enrolled TAY to DCSF/Probation ILP Coordinator and the assigned CSW/DPO within three business days for reasons including: no timely notification of a change in placement, drop out, he/she/they refuses to cooperate or a no-show.

29.2.1 Contractor shall provide TAY Status Update (Exhibit A-3) proposing a termination of services noted for review by the DCSF/Probation ILP Coordinator and the CPM and the assigned CSW/DPO if there are consistent instances of non-compliance and unresponsiveness by enrolled TAY prior to or after ITSP services have been initiated.

29.2.2 Contractor shall contact and consult with ILPC/CSW/DPO to determine if ongoing ITSP services are to be provided upon experiencing non-responsiveness in attempting to maintain an enrolled TAY into ITSP services.

29.3 Incomplete Enrollment

29.3.1 Contractor shall submit TAY Status Update (Exhibit A-3) to the DCFS/Probation ILP Coordinator if their staff is unable to complete enrollment of referred TAY into ITSP; due to non-responsiveness, unwilling to participate or if TAY is unable to continue in ITSP after enrollment.

29.3.2 Contractor staff shall document the non-responsiveness in the TAY Status Update and shall submit the TAY Status Update to the DCSF/Probation ILP Coordinator and the assigned CSW/DPO within five business days or of the last date of the attempted visit.

29.4 Termination of TAY Participation in ITSP

A Termination of Progress is required when the enrolled TAY has demonstrated unresponsiveness and/or non-compliance for participation in ITSP.

29.4.1 Contractor shall complete and submit a TAY Status Update (Exhibit A-3) to the DCFS/Probation ILP Coordinator and assigned CSW/DPO notifying them of the proposal to terminate service delivery within five calendar days of the date contractor was notified.

29.4.2 Contractor shall keep on file a copy of all records including semi-annual reports, transcript of services provided to enrolled TAY including dates of contacts, status of ITSP goals, dates and amounts of incentive payments issued, as well as enrolled TAY signatures for validation of receipt.

29.4.3 DCFS/Probation ILP Coordinator will review the information (with consultation with case carrying CSW/DPO and CPM or designee when necessary) and respond to the Contractor with notification to terminate or re-initiate ITSP services.

29.4.4 An enrolled TAY ability to start or stop ITSP services is subject to review of the CPM.

29.4.5 Contractor shall provide a TAY Status Update as needed upon request to ILP Coordinator for a court date or relevant meeting (e.g. Child and Family Team meeting, Transition Conferences, or 90 Day Transition Conference) where this information can be beneficial. The progress report shall address the enrolled TAY's ITSP (and TILP) goals; include a transcript noting ITSP topics covered and his/her/their status in relation to meeting the eight Chaffee Act Outcomes.

30.0 REPORTS

ITSP reports provide vital data and information of services provided to ITSP enrolled TAY DCFS/Probation. See attached: Exhibit A-9 monthly report includes (referrals, ITSP services, and data summary report) that will be in Microsoft Excel format breaking down each area/field of required data. The County will recommend any changes to the aforementioned reports as needed.

30.1 ITSP Assessment Report

30.1.1 Contractor shall submit the Initial/Progress/Conclusion ITSP Report (Exhibit A-7) with assessment test results to the DCFS/Probation ILP Coordinator and assigned CSW/DPO within ten business days after the assessment test is administered for each enrolled TAY.

30.1.2 Contractor shall document the reasons for being unable to complete an assessment in the TAY Status Update as referenced in Part C, Sub-section 29.0 and submit to DCFS/Probation ILP coordinator and assigned CSW/DPO.

30.2 ITSP Monthly Data Report

30.2.1 The ITSP Monthly Data Report (Exhibit A-9) shall provide specific data based on services provided the previous month for each enrolled TAY, and shall include Service Planning Area (SPA), and differentiate DCFS and Probation enrolled TAY.

30.2.2 Contractor shall submit the ITSP Monthly Data Report (Exhibit A-9) via email to the CPM or designee on the 15th day of the following month.

30.3 Monthly Probation Report

30.3.1 All reports for Probation enrolled TAY shall include ITSP services provided as referenced in 30.2.1.

30.4 Annual Report

30.4.1 At the end of each contract year, Contractor shall submit to the CPM an aggregated report of the findings. This report shall be submitted 30 days after at the end of the contract term. This report shall include Service Data based on the Performance Requirements Summary (PRS) as referenced in the SOW Exhibit A-1; and include the following:

- a. Total number of TAY enrolled;
- b. Total number of TAY dropped;
- c. Total number and percentage of enrolled TAY;
- d. Total number of TAY participated (see definition);
- e. Total number of session hours;
- f. Total number of enrolled TAY that have completed the program in 12 months;
- g. Total number of enrolled TAY that have completed the program in 24 months;
- h. Total number of enrolled TAY that showed improvement;
- i. Total number of enrolled TAY by Supervisorial District;
- j. Contractor recommendations for program enhancement.

30.5 Contractor shall submit any additional reports as requested by the CPM.

30.6 Contractor shall report to the DCFS Child Protection Hotline (CPHL) at (800) 540-4000 and to the CPM incidents of suspected child abuse within a 24-hour period.

31.0 QUALITY ASSURANCE PLAN

31.1 Contractor shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the Contract are met for review and approval within seven business days of the start of the contract.

31.2 Contractor shall make changes and resubmit the plan for approval within five business days if CPM requests changes to the QAP.

31.3 Contractor shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

31.4 The QAP shall explain how policies and procedures will be disseminated, implemented and utilized by Contractor staff.

31.5 If Contractor performance requirements are not met, the CPM can call Contractor or send Contractor a User Complaint Report (UCR), SOW Exhibit A-8, or both. Contractor shall respond to a call within one hour and respond to a UCR within 24 hours of receipt. All performance requirement issues will be reported to the CPM.

31.6 CPM or other personnel, authorized by the County, will monitor Contractor's performance under this Contract using the Quality Assurance Plan specified in its proposal in response to the Statement of Work and Exhibit A-1, Performance

Requirements Summary.

- 31.7** Contractor to administer satisfaction survey provided by ILP during TAY's course of enrollment in the ITSP program. Survey to be administered every 6 months or when a TAY completes program or is deciding to drop out. If TAY is non-responsive in-person, Contractor will use other forms of communication including text, mail, and email.

32.0 GREEN INITIATIVES

- 32.1** Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

33.0 EVALUATION AND OUTCOME

- 33.1** Evaluative functions are used to set measurable targets for the Contractor's program operation and to use those targets to test the effectiveness and efficiency of the services and supports. Evaluative information should also be used to determine the degree to which ongoing practice remains faithful to the original model and to incorporate ongoing innovations into the continuous improvement of that model. Additionally, client satisfaction surveys also assist in the evaluative process and will be applicable to this Contract.
- 33.2** Contractor shall cooperate with and participate in the County's independent evaluation conducted by a contracted vendor, including; designating agency staff to work directly with the County designated evaluator and CPM to establish tracking systems to gather data information relevant to all aspects of the evaluation design.
- 33.3** Contractor shall ensure that data collection and tracking systems required under this contract for the evaluation shall include: client profiling, client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by Contractor, and survey instruments. Contractor shall perform data entry to support these activities.
- 33.4** Contractor shall use the County web-based application for purposes of tracking. Use of this web-based application will be determined prior to contract commencement.

34.0 PROGRAM OUTCOME SUMMARY

PROGRAM OUTCOME SUMMARY		
PROGRAM: INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Safe and affordable housing to avoid homelessness (This performance outcome is related to Chafee Outcome #2)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will: - Possess the knowledge and resources to avoid homelessness, including knowledge/information on retaining housing, landlord-tenant issues, savings, and other local, state, and federal housing programs, prior to exiting care. - Prior to age 18 be assessed/screened at a 90-Day Transition Planning Conference to make an appropriate housing referral, if applicable (e.g. transitional housing program).	Reports, Youth Surveys, Life Skills assessment scores, CWS/CMS, and National Youth Transition Database (NYTD). Review of Contractor case files via a Technical Case Review (Audit) of rental/lease applications, mock and official copies)	75% of TAY participants will demonstrate he/she/they has knowledge of safe and affordable housing. 25% of TAY participants, ages 18 - 20, will acquire housing prior to case closure. 65% of TAY participants will secure stable housing prior to case closure.

PROGRAM OUTCOME SUMMARY		
PROGRAM: INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Possess self-advocacy skills to attain self-sufficiency. (This performance outcome is related to Chafee Outcome #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will: Possess the ability and skills to advocate for themselves to obtain necessary services and support.	Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, and Exit Outcomes.	90% of Participated TAY will have increased knowledge of Self-Advocacy skills.

PROGRAM OUTCOME SUMMARY		
PROGRAM: INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Possess daily life skills to attain self-sufficiency. (This performance outcome is related to Chafee Outcomes #1, 2, 4 & 6)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will: • Have enhanced self-confidence/esteem; • Acquire problem solving, conflict resolution, social, coping, interpersonal and survival skills; • Have financial literacy; • Have established and maintained a bank account (savings or trust accounts); • Know how to purchase groceries; • Know how to prepare meals with proper food handling; • Possess knowledge of how to clean and maintain a home and laundry; • Possess knowledge of landlord tenant and home purchasing issues; • Know how to use public transportation and/or acquire a Driver's License; • Possess basic computer/internet skills; • Possess personal responsibility skills for his/her actions; • Possess knowledge about consumer rights resources; • Obtain or know how to obtain vital records; and • Receive information about Health/Mental Health, Medi-Cal, ILP, DPSS, Kinship and other beneficial resources.	Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, and Exit Outcomes. Review of Contractor case files via Quarterly Technical Case Review (Audit), reflecting both copies of applications and acquired vital documents.	90% of Participated TAY will demonstrate increased knowledge of Daily Life Skills.

PROGRAM OUTCOME SUMMARY		
PROGRAM: INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Prepared for gainful employment. (This performance outcome is related to Chafee Outcome #1)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will receive job preparation training including: • Be work ready (linked to potential employers; explore careers, participate in job fairs, tours/shadowing, volunteer and/or internship opportunities) • Be informed of Employment Development Department One-Stop Center (e.g. AJCC and Cal Jobs) DPSS GROW; • Completing work/employment assessment via Career Zone and developing strategies to meet job/career goal; • Resume writing, completion of employment applications, dressing appropriately, interviewing techniques and obtaining and retaining a job; • Have held at least one job for two or more months (paid and non-paid) while in care, with the ability to use the supervisor as a reference; • Understanding how to read check stub including taxes and benefits; and • Know of additional/community resources.	Contractor generated reports, youth surveys, life skills assessment scores. Review of Contractor case files via a Technical Case Review (Audit).	75% of Participated TAY will either have knowledge of how to obtain gainful employment or be employed. 25% of Participated TAY able to work will be gainfully employed.

PROGRAM OUTCOME SUMMARY		
PROGRAM: INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Meet all mandated requirements including passing the California High School Exit Exam (CAHSEE) to attain a high school diploma/GED or pass the California High School Proficiency Exam and Post-Graduation Options and Linkage. (This performance outcome is related to Chafee Outcome #3)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will: - Demonstrate academic progress to receive/earn a high school Diploma, General Educational Development (GED) Diploma or acquire a California High School Proficiency Certificate; and - Be in possession of a high School Diploma, GED diploma or acquire a California High School Proficiency Certificate. TAY will: - Understand all of the options for post-graduation, including; community colleges, 4-year colleges, and vocational education or training; - Be linked to post graduate programs (including assisting with completing college or vocational school applications and all relevant financial aid documents); and - Be in a position or enrolled in college or a vocational school with secured financial aid if post-secondary education is desired.	Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, and Exit Outcomes. Contractor shall maintain a copy of the High School Diploma, GED or California High School Proficiency Certificate for TAY that complete high school and remain in the program. Contractor generated reports, youth surveys, CWS/CMS, NYTD, and Exit Outcomes. Review of Contractor case files via a Quarterly Technical Case Review (Audit).	80% of Participated TAY will attain their educational goal(s) listed in his/her/their TILP or TAY/LP. 75% of Participated TAY will have an increased knowledge of how to attain post-secondary goal(s).

PROGRAM OUTCOME SUMMARY		
PROGRAM: INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Health Information, Prevention Information, Insurance and Services/Resources. (This performance outcome is related to Chafee Outcome #6)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will: • Know how to complete the Medi-Cal re-application/extension documents; • Have knowledge of preventive health activities (including substance abuse prevention, smoking avoidance, nutrition education, pregnancy prevention); and be in receipt of mental health counseling, as appropriate; and • Have information about social services programs including mental health services and other health services including how to access them.	Contractor generated reports, life skills assessment scores, Youth surveys, CWS/CMS, NYTD, and Exit Outcomes.	90% of Participated TAY will demonstrate knowledge of how to access health and prevention information, insurance, services and resources.

PROGRAM OUTCOME SUMMARY		
PROGRAM: INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Apply for and receive social services or other financial assistance, as needed to attain self-sufficiency. (This performance outcome is related to Chafee Outcomes #1 and #6)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will: • Demonstrate the ability to access social services including (Supplemental Security Income (SSI), CalWORKs, General Relief/General Assistance, Cal Fresh and other sources of financial support to which he/she/their would be eligible for upon exiting care; • Have been referred to the ILP Program or be receiving ILP/Chafee services; • Apply for or have an open savings and/or trust fund accounts (if applicable); • Have knowledge of financial Aid, Cal Grants, Workforce Investment Act funded programs; and • Have visited local DCFS YDS Transition Resource Center and met and acquired the ILP.	Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, and Exit Outcomes.	90% of Participated TAY will demonstrate increased knowledge of public benefits that they are eligible for.

PROGRAM OUTCOME SUMMARY		
PROGRAM: INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: TAY will have no barriers to self-sufficiency. (This performance outcome is related to Chafee Outcome #5 and #6)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will: • Be aware of how to address tickets/fines; • Have vital records (Birth Certificate, California ID, California Driver's License, Social Security Card; immunization/medical records; • Receive information about how to seal/expunge Juvenile Court records and how to obtain the support to do so, if eligible; • Be aware of identity theft and how to prevent becoming a victim; • Have proof of legal immigration status; • Have citizenship or residency; • Have proof of Juvenile Court dependency; • Complete financial aid applications; • Have access to documents under WIC 827 (e.g. court reports); and • Receive information www.ilponline.org; and Public Counsel's ABC's of Transition and the Independent Living Program Manual at www.publiccounsel.org.	Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, and Exit Outcomes.	85% of Participated Enrolled TAY will have no barriers to self-sufficiency.

PROGRAM OUTCOME SUMMARY		
PROGRAM: INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Permanent Relationship (This performance outcome is related to Chafee Outcome #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will: • Be referred to available mentors and mentoring programs while in care; • Have at least one connection with a family member/members who are supportive or family finding has been conducted to locate appropriate family members; and • Have at least one connection to an adult who will provide assistance, advice, and support in both good and difficult times after exiting care.	Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, and NYTD. Review of Contractor case files via a Quarterly Technical Case Review (Audit) of form completion documenting the TAY's permanent connection/relationship.	75% of Participated TAY will have a permanent connection and relationship.

STATEMENT OF WORK

EXHIBITS

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PERFORMANCE REQUIREMENTS SUMMARY

INDIVIDUALIZED TRANSITION SKILLS PROGRAM

PERFORMANCE REQUIREMENTS SUMMARY

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
Contract: Provide no less than the number of hours of ITSP services per month in accordance in Part C 11.4.	Contractor shall ensure the service hours will meet the ITSP program goals and Chafee Outcomes toward Self-Sufficiency.	Review contractors submitted monthly invoices and reports. Review case file records of all services hours completed on TAY for the duration of the contract. Additional methods may include program monitoring/audits in accordance with 31.0 Quality Assurance Plan sub-section 31.6 of the SOW and feedback from collaborative partners (e.g., DCFS, DPSS, CEO).	The County may terminate this contract in accordance with section 53.0, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached or if CONTRACTOR receives a written notice (Including User Complaint Reports/UCR's) noting noncompliance with the SOW. In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
Contract: Provide up to 24 months of ITSP services per TAY in accordance with the eight Chafee Outcomes and Program Deliverable 5.0 - Target Population, subsection 5.2.	CONTRACTOR shall ensure 90% of the Enrolled TAY-will meet their educational goals listed in their education requirements, will learn Daily Life Skills, and be prepared for gainful employment, obtain/maintain a housing plan, learn and benefit from all ITSP information and resources to become self-sufficient adults.	Review CONTRACTOR'S submitted monthly reports and maintained records of all services in TAY case file for the duration of the contract. Additional methods may include program monitoring/audits in accordance with 31.0 Quality Assurance Plan sub-section 31.6.	The County may terminate this contract in accordance with section 53.0, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached or if CONTRACTOR receives a written notice (Including User Complaint Reports/UCR's) noting noncompliance with the SOW. In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
Contract: Complete the Initial/Conclusion Assessment Report and submit it to the referring ILP Coordinator within 5 business days of receiving a referral in accordance with Part D, Section 30.1 ITSP Assessment Reports.	CONTRACTOR shall ensure 90% of Initial Assessment Reports (life skills assessments) will be completed and submitted to the referring ILP Coordinator within 5 business days of the initial assessment.	Observation and Review of TAY case files. CONTRACTOR shall develop and a process to document the occurrence and submission of Initial/Conclusion Assessment Reports that are completed and submitted to the COUNTY. This process shall be shared with the COUNTY	In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.

		CPM and clearly documented in all case files for the duration of the contract.	
Contract: Provide a continuum of services to TAY served in accordance with section 10.4 and 10.9 of the SOW.	CONTRACTOR shall ensure 85% of Enrolled TAY will have a continuum of services.	Review CONTRACTOR's submitted monthly reports and shall maintain records of all services in case file for the duration of the contract. Additional methods may include: program monitoring/audits in accordance with 31.0 Quality Assurance Plan sub-section 31.6 and feedback from collaborative partners (e.g., DCFS, DPSS, CEO). COUNTY will also reference other sources to include but not be limited to the YDS ES/ILP Data Tracking System, CWS/CMS (a Statewide Database), YDS participant/ satisfaction surveys, Evaluation feedback and the National Youth Transition Database (NYTD).	The County may terminate this contract in accordance with section 53.0, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached or if CONTRACTOR receives a written notice (Including User Complaint Reports/UCR's) noting noncompliance with the SOW. In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
Contract: Complete and provide all Monthly Reports to the CPM, COUNTY designee by the 15 th of each month, in accordance with Part C Section 30.0 sub section 30.2.2 of the SOW In addition, provide the Annual Report to the CPM or designee by end of the contract year in accordance with sub section 30.4 of the SOW.	CONTRACTOR shall ensure 95% of all required monthly reports will be provided to CPM by the 15 th day of each month. The Annual Report shall be complete and provided by the start of the next contract fiscal year.	Observation and Review of CONTRACTORs submitted monthly reports and Annual Reports. Additional methods may include program monitoring/audits in accordance with 31.0 Quality Assurance Plan sub-section 31.6.	In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
Contract: Hire staff in accordance with Part C, Section 9.0 and ensure completion of a criminal background check (Live Scan) for all staff prior to employment in accordance with sub-section 9.1 of the SOW. Subsequent Arrest Notification	CONTRACTOR shall ensure 100% of the contracted staff hired for this contract will meet the specified requirements, have a criminal background check prior to employment.	Review CONTRACTORs personnel records documentation to validate all staff meet the minimum requirements; passed the criminal background check.	The County may terminate this contract in accordance with section 53.0 Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached. COUNTY at its sole discretion may deduct \$1000 from the CONTRACTOR's invoice for each sustained incident where a TAY receiving ITSP services is matched with contracted staff that has not completed or cleared all background checks.

CONTRACTOR shall ensure staff receive training in accordance with Part C, sub-section 9.8 of the SOW.	CONTRACTOR shall ensure 100% of the contracted staff hired for this contract will complete of the mandatory trainings.	Review CONTRACTORs personnel records documentation to validate all staff meet the minimum requirements and completed the required mandated trainings. Documented in all personnel file for the duration of the contract.	The County may terminate this contract in accordance with section 53.0 Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached. COUNTY at its sole discretion may deduct \$1000 from the CONTRACTOR's invoice for each sustained incident where a TAY receiving ITSP services is matched with contracted staff that has not completed or cleared all background checks.
Contract: Match/assign a TDS to provide ITSP services to TAY in accordance with Part C, sub-section 14.3 of the SOW.	CONTRACTOR shall ensure 90% of the TDS's providing ITSP services are matched with the TAY served for the duration of this contract.	Review case files. CONTRACTOR shall have names of matching TDS documented, and whenever updates occur or as requested by the CPM.	In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
Contract: Provide Certificate of Completion of ITSP services provided to TAY who completed program in accordance to Program deliverables in Part C Section 11.3.2 of the SOW.	CONTRACTOR shall ensure 100% of the TAY enrolled and who have completed the ITSP program receives a Certificate of Completion.	Review TAY case file to validate issuance of Certificate of Completion. Additional methods may include program monitoring/audits in accordance with 31.0 Quality Assurance Plan sub-section 31.6.	In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
Contract: Document all services provided in the TAY case file. Part C section 16.2.	Contractor shall ensure that 100% of the enrolled TAY in ITSP have services documented in TAY case file.	Contractor shall maintain documentation in TAY case file. Additional methods may include program monitoring/audits in accordance with 31.0 Quality Assurance Plan sub-section 31.6.	In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
Contract: Conduct exit meeting in accordance with SOW 10.6.	Contractor shall conduct exit meeting 90% of the time with TAY prior to completion of program. Contractor shall document this exit meeting in case file.	Review TAY case files. Contractor shall ensure TAY case files are documented and indicate 'Exit Meeting' with date. Additional methods may include program monitoring/audits in accordance with 31.0 Quality Assurance Plan sub-section 31.6.	In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.

Contract: Attendance at all mandatory ITSP meetings when scheduled in accordance with Section B of SOW 7.5.	Contractor ensure 100% CPD or authorized designee be in attendance.	Review of ITSP meeting sign in sheets.	In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
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TRANSITIONAL INDEPENDENT LIVING PLAN & AGREEMENT**Exhibit A-2a**

Youth: _____ Date of Birth: _____ Age: ____ Ethnicity: _____
Address: _____
Phone Number: _____ Text OK?: ☐ Email Address: _____

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

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

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

Service goals and activities to be addressed in the plan:

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

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

Activities are individualized to help meet a specific goal. Example – if high school graduation is a goal, the youth directed activity might be to attend classes regularly with no tardies for the next 6 months. For youth participating in ILP services, activities are reportable as ILP Delivered Services in CWS/CMS. The social worker shall select from one or more of the following ILP Service Types that an individualized completed activity fits in:

- | | |
|--------------------------------------|---|
| • Received ILP Needs Assessment | • ILP Room and Board Financial Assistance |
| • ILP Mentoring | • ILP Transitional Housing, THP, THP Plus |
| • ILP Education | • ILP Home Management |
| • ILP Education Post Secondary | • ILP Time Management |
| • ILP Education Financial Assistance | • ILP Parenting Skills |
| • ILP Career/Job Guidance | • ILP Interpersonal/Social Skills |
| • ILP Employment/Vocational Training | • ILP Financial Assistance Other |
| • ILP Money Management | • ILP Transportation |
| • ILP Consumer Skills | • ILP Other (Stipends/Incentives) |
| • ILP Health Care | |

- ☐ I understand that if I am employed as part of this plan, my earned income will be disregarded, as the purpose of my employment is to gain knowledge of needed work skills, habits and responsibilities to maintain employment. (WIC 11008.15)
- ☐ I understand that withdrawal of the savings shall require the written approval of my probation officer or social worker and shall be directly related to the goal of emancipation. I understand that if I am a Nonminor Dependent (NMD), written approval is not required for withdrawals (WIC 11155.5)
- ☐ I understand that I will receive assistance to obtain my personal documents and information about financial aid for postsecondary education/training. (WIC 16001.9)
- ☐ I understand that if I am 16 years or older and interested in college, my social worker/probation officer must assist me to identify a postsecondary education support person(s) to help me apply for college, including career and technical education, and financial aid. (WIC 16501.1)

Youth: _____ Date of Birth: _____ Age: _____

Case Worker Name: _____ Case Worker Phone: _____

Case Worker Email Address: _____

TILP 6-month timeline: _____ to _____.

Date Independent Living Needs Assessment completed: _____.

☐ Based on the assessment of my level of functioning, the following transitional goals and activities meet my current needs.☐ I will participate in Independent Living Program (ILP) services to help meet my goals.

Goal	Activity	Responsible Parties	Planned Completion Date	Progress Date
Goal #1:				☐ Met Goal Date: _____ ☐ Satisfactory Progress. ☐ Needs more time/assistance. ☐ Goal needs modification.
Goal #2:				☐ Met Goal Date: _____ ☐ Satisfactory Progress. ☐ Needs more time/assistance. ☐ Goal needs modification.
Goal #3:				☐ Met Goal Date: _____ ☐ Satisfactory Progress. ☐ Needs more time/assistance. ☐ Goal needs modification.
Goal #4:				☐ Met Goal Date: _____ ☐ Satisfactory Progress. ☐ Needs more time/assistance. ☐ Goal needs modification.

Comments:

Exhibit A-2a**Transitional Independent Living Plan & Agreement**

Youth: _____ Date of Birth: _____ Age: _____ Case
 Worker Name: _____ Case Worker Phone: _____ Case
 Worker Email Address: _____

Education Rights Holder (Name): _____ Relationship to Youth: _____
 Telephone Number: _____ Email Address: _____

Tribal Representative (if applicable) (Name): _____
 Relationship to Youth: _____ Telephone Number: _____ Email
 Address: _____

Postsecondary Education Support Person (at least one person must be listed, if applicable):

Name: _____ Relationship to Youth: _____

Will assist with (check all that apply): ☐ college applications ☐ financial aid applications

Telephone Number: _____ Email Address: _____

Name: _____ Relationship to Youth: _____ Will

assist with (check all that apply): ☐ college applications ☐ financial aid applications

Telephone Number: _____ Email Address: _____

This Agreement will be updated on: _____ Update #: _____

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

Youth's Signature

Date

Caregiver's Signature

Date

Social Worker/Probation Officer Signature

Date

Supervisor of Social Worker/Probation Officer Signature

Date

Voter Registration Info:

**Copies to: Youth
 Caregiver
 case file
 ILP**

Secretary of State Voter Registration

www.sos.ca.gov/elections/voter-registration

Secretary of State Voter Information Contact

www.sos.ca.gov/elections/contact/email-elections-division

Secretary of State Voter Hotline (800) 345-VOTE(8683)

Exhibit A-2b

TILP TRANSMITTAL AND SUPPLEMENT

Youth's Name				DOB		Submission Date																																																									
Indicate the purpose of this Transmittal/Supplement by checking the appropriate box(es) below: ☐ COURT SUPPLEMENTAL INFORMATION ☐ REQUEST FOR ILP SERVICES																																																															
COURT TILP SUPPLEMENTAL INFORMATION				REQUEST FOR ILP SERVICES																																																											
State # 19- - -				<i>(ILP eligible youth only)</i>																																																											
Anticipated DCFS Termination of Jurisdiction Date:				ILP/Transition Coordinator's Name:																																																											
ADDITIONAL DOCUMENTATION REQUIRED FOR A YDS TRANSITIONAL YOUTH RECOMMENDATION (complete status box for each document upon termination of jurisdiction):				Phone:																																																											
				Email: @dcfs.lacounty.gov																																																											
				YDS SERVICES REQUEST																																																											
				☐ Individualized Transition Skills Program (ITSP) <i>(Ages 16 through 20)</i>																																																											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">COURT #</th> <th style="width:10%;">DEPT.</th> <th style="width:20%;">HEARING DATE</th> <th style="width:10%;">HEARING TYPE</th> <th style="width:30%;">TYPE OF DOCUMENT:</th> <th style="width:10%;">ON FILE</th> <th style="width:10%;">DATE REQUESTED</th> <th style="width:10%;">N/A</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td>Parents' Death Certificate</td> <td>☐</td> <td></td> <td>☐</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Placement History (Printout)</td> <td>☐</td> <td></td> <td>☐</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Family History (DCFS 4344/FB) forms</td> <td>☐</td> <td></td> <td>☐</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Whereabouts of DCFS Supervised Siblings</td> <td>☐</td> <td></td> <td>☐</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Record of Individual Transition Skills Program (ITSP) (ILP Life Skills)</td> <td>☐</td> <td></td> <td>☐</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Proof of Dependency</td> <td>☐</td> <td></td> <td>☐</td> </tr> </tbody> </table>				COURT #	DEPT.	HEARING DATE	HEARING TYPE	TYPE OF DOCUMENT:	ON FILE	DATE REQUESTED	N/A					Parents' Death Certificate	☐		☐					Placement History (Printout)	☐		☐					Family History (DCFS 4344/FB) forms	☐		☐					Whereabouts of DCFS Supervised Siblings	☐		☐					Record of Individual Transition Skills Program (ITSP) (ILP Life Skills)	☐		☐					Proof of Dependency	☐		☐	SPA <i>(Where child lives):</i>			
COURT #	DEPT.	HEARING DATE	HEARING TYPE	TYPE OF DOCUMENT:	ON FILE	DATE REQUESTED	N/A																																																								
				Parents' Death Certificate	☐		☐																																																								
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				Proof of Dependency	☐		☐																																																								
				EDUCATIONAL INFORMATION																																																											
				☐ Yes ☐ No Has youth received a High School Diploma? ☐ Yes ☐ No Is youth on track to graduate high school? ☐ Yes ☐ No Is the youth currently being tutored? ☐ Yes ☐ No Is the youth attending college/vocational school?																																																											
				☐ Yes ☐ No Extended Foster Care (Nonminor Dependent) ☐ Yes ☐ No Pregnant/Parenting ☐ Yes ☐ No Employed																																																											
				HOUSING REQUEST																																																											
				☐ Transitional Housing Placement Program (THPP) (16-17) ☐ Transitional Housing Program (THP) ☐ THP+ FC (NMD 18-21)																																																											
Post Transition Youth Health Coverage Plan (required): Indicate to the court the transition youth health coverage plan for the youth's aftercare (required): ☐ Medi-Cal: (CSW provided youth the DPSS, "As You Leave Foster Care" brochure regarding continuation of Medi-cal.) ☐ Private Health Care Insurance:				Refer to www.ilponline.org for housing applications. Attach the completed THPP or THP application and a copy of the TILP to the DCFS 5557 and sent the package to: Youth Development Services Division 3530 Wilshire Blvd., 4 th Floor Los Angeles, CA 90010																																																											
				CSW Name:																																																											
				CSW Signature: _____																																																											
PERSON WHO WILL KNOW YOUTH'S WHEREABOUTS FOLLOWING TRANSITION (required) Name: _____ Relationship to youth: _____ Street Address: _____ City: _____ Zip: _____ Phone: _____				CSW File Number: _____ CSW Phone: _____ CSW Email: @dcfs.lacounty.gov SPA/Area Office / SCSW Name: _____ SCSW Signature: _____ ☐ By checking this box the CSW and SCSW confirm that this form is complete, that the attached TILP is current, has been saved and approved on CWS/CMS and that the youth has signed a hard copy.																																																											
YOUTH'S ADDRESS (required)				Youth Development Services (YDS/ILP) Staff Only																																																											
☐ Current Address ☐ (Change of address) ☐ (Check here if this is youth's planned post-emancipation address) Placement Type (circle): REL, LG, NREFM, FC, FFA, GH, SILP, THP THP+FC, Other: _____				ILP eligible? ☐ Yes ☐ No KinGAP Youth? ☐ Yes ☐ No Ineligible Youth Referred to: _____ Agency: _____ Date Referral Sent: _____ Name of Contractor: _____ Date Referral Sent: _____ ☐ ILP service offer letter was given to youth and youth accepted.																																																											
Caregiver Name: _____ Street Address, City, Zip: _____ Phone: _____ E-mail: _____																																																															
This space for explanation/justification of request or for other comments (attach additional pages if necessary):																																																															

DCFS 5557 (12/2015)

Transition Age Youth Status Update

Program Participation		
		ITSP

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

Individualized Transition Skills Program (ITSP)

- ☐ Referral received on: _____
☐ Youth contacted on (3 attempts): _____, _____, _____ ☐ Date TAY accepted to participate: _____
☐ Youth refused to participate: ☐ Verbal ☐ Written ☐ Unresponsive Program Start Date: _____ End Date: _____

TDS Name: _____ Assessment Date: _____

TAY'S STATUS

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

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

Comments and Progress for TAY:

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

CONTRACTOR INDIVIDUALIZED TRANSITION SKILLS PROGRAM PLAN

As referenced in the RFP, Section 8.0, BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION, Subsection 8.5.3.1, Proposer's Background and Experience, the Contractor's program plan or curriculum (model) will become Exhibit A-4 of the Statement of Work for the winning proposals.

Daily Living

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

Self Care

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

Relationships and Communication

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

casey life skills I life skills assessment

casey life skills

Housing & Money Management

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

casey life skills I life skills assessment

Casey life skills

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

Work and Study Life

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

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casey life skills

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

Career and Education Planning

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

casey life skills I life skills assessment

casey life skills

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

Looking Forward

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

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

NUMBER OF TAY TO BE SERVED

		Eligible Youth	TAY Served
Region	Service Planning Area (SPA)	Ages 16 - 20 (A)	Number of ITSP Participants (TAY Ages 16-20) (B)
NORTH	1	518	85-90
	2	354	55-60
	3	598	150-171
	4	169	42-48
Subtotal		1639	369
SOUTH	5	67	6-10
	6	773	180-200
	7	364	90-101
	8	419	100-120
Subtotal		1623	431
TOTAL		3262	800

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

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

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

Initial/Progress/Conclusion ITSP Assessment Report

Demographic Data

TAY Name:			
Date of Birth:			
State No:			
Transition Development Specialist Name:			
Agency/Agency Rep:			
CSW / DPO Name:			
Date of this report:			
Report Type:	☐ Initial Assessment ☐ 3 rd Progress Assessment ☐ 1 st Progress Assessment ☐ Conclusion Assessment ☐ 2 nd Progress Assessment		
Date Assessment Conducted:			

To be completed for initial assessment report

Check Type of Assessment Administered Below ☐ Casey ☐ Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
Target date for beginning ITSP:		

To be completed for progress assessment report

Check Type of Assessment Administered Below ☐ Casey ☐ Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
Next Assessment Date:		

To be completed for conclusion assessment report

Check Type of Assessment Administered Below ☐ Casey ☐ Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
TAY met a TILP/ITSP Goal: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10		
TAY completed ITSP on:		
TAY was given a monetary incentive in the amount of \$ _____ on (date: _____)		
TAY did not graduate from ITSP because:		
AGENCY:	AGENCY REP:	DATE:
Sent to DCFS or PROBATION ILPC (Circle One)	AGENCY REP:	DATE:

USER COMPLAINT REPORT INDIVIDUALIZED TRANSITION SKILLS PROGRAM

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

Date of Report: _____

DCFS User Name: _____

DCFS Office Address: _____

Phone No/E-mail Address: _____

Date(s) of Incident(s): _____

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

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

To report an urgent/serious problem, call CPM at (213) 410-8160 and send the UCR to CPM's attention, at 1933 S. Broadway, 6th floor, Los Angeles CA 90007 and a copy to DCFS Contracts Administration, 510 S. Vermont Avenue, 14th Floor Los Angeles, CA 90020

Exhibit A-9[illegible]

Individualized Transaction Skills Program (ITSP)							
Name of Provider:				Invoice Number			
Street:				Invoice Date:			
City, State & Zip:				Report Period			
Contact Person:				Email:			
Phone:							
Fax:							
Expenditure Summary							
	Cost Category	Annual Budget	Actual Monthly Expenditure	Previous Month's Expenditure	Actual YTD Expenditures	Budget Remaining	Total YTD spend/Budget %
	Salaries						
	Benefits						
	Facility Cost						
	Equipment						
	Service & Supplies						
	Youth Incentives						
	Others (*)						
	Administrative Overhead						
	TOTAL						
* Others include Staff Dev,Recruitment,Transportation and Mileage							
Invoice Total:							
I certify that to the best of my knowledge and belief this invoice is true in all respects.							
NAME (please Print)		SIGNATURE					
				DCFS Program Manager Use Only			
REVIEWED and APPROVED BY (please Print)				SIGNATURE		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 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.

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

COUNTY'S CONTRACT ANALYST:

Name: _____

Address: _____

Telephone: _____

E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- OR**
- E2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT
- E3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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 will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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 will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

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.



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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



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



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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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:



- 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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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.



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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.



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



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.



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.



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.



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)



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



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.



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



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



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).



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.



- 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



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



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.



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.



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.



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.



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



- 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



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.



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.

**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.



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.



- 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

**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



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- 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.legislature.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/g/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>	

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.

Petty Cash Log Example

Petty Cash Log

January 202X

Program/Location: _____

Approved Petty Cash Fund Amount: _____

Date of Transaction	Description of Transaction	Account Code	Cash Out	Amount of Transaction	Cash Received	Balance
Beginning Petty Cash on Hand						\$ 500.00
1/1/202X	Parking	XX-XXX	\$ 10.00	\$ 10.00		\$ 490.00
1/5/202X	Postage	XX-XXX	\$ 10.00	\$ 10.00		\$ 480.00
1/8/202X	Supplies (Posterboard)	XX-XXX	\$ 5.00	\$ 5.00		\$ 475.00
1/12/202X	Replenishment Check #101	XX-XXX			\$ 25.00	\$ 500.00
Total			\$ 25.00	\$ 25.00	\$ 25.00	
Ending Petty Cash on Hand						\$ 500.00

 Petty Cash Custodian Signature

 Date

 Petty Cash Log Reviewer Signature

 Date

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.

Exhibit D

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

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.

- ☐ Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, 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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

James Thurmond
Acting Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5660
JThurmond@cio.lacounty.gov

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363
LRussell@ceo.lacounty.gov

Departmental Information Security Officer:

Allen Ohanian
Departmental Information Security Officer
12447 Imperial Hwy

Norwalk, CA 90650
(562) 345-6606
AOhanian@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 must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2 Million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor must immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 0 18. PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor must include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor must create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor must provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor must not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor must notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor must provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

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 References
- 8) Contribution and Agent Declaration Form
- 9) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 10) Declaration
- 11) Business Proposal Narrative
- 12) Cost Proposal
- 13) Line Item Budget
- 14) Budget Narrative
- 15) Proposer's Involvement in Litigation and Contract Compliance Difficulties

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer Name:	County Webven Number:
Address:	
Telephone Number:	Email:
Internal Revenue Service Employer Identification Number:	California Business License Number:
Unique Entity Identifier (UEI):	

1	Select the option that best defines your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____ State of Incorporation: _____ Year of Incorporation: _____ If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____ If other: Specify business structure name: _____
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No	Name: _____ Country of Registration: _____ Year became DBA: _____
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____
4	Has your firm done business under other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): _____ Year(s) of Name Change: _____

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	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".	
6	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250 LACC 8.300	Certifies Compliance? ☐ Yes ☐ 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) _____	Board Policy 5.065	Check the Certification below that is applicable to your company. ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed. OR ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed 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/START Participants	Board Policy 5.050	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/START participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: ☐ My business does not meet the definition of “contractor,” as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ 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	LACC 2.206	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: _____

REQUIRED FORMS – EXHIBIT 3
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers 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. Please reference your Certification Letter issued by the County to determine Federal/Non-Federal preference eligibility.**

☐ PREFERENCE NOT REQUESTED
--

OR

☐ PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
☐	Request for Local Small Business Enterprise (LSBE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
☐	Request for Social Enterprise (SE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
☐	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		☐	☐
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.		☐	☐

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: _____

REQUIRED FORMS – EXHIBIT 5

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Instructions for Completing Exhibit 5 - CBE Form

Proposer must submit Exhibit 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
	Male Female
	Male Female
Black/African American	% %
Hispanic/Latino	% %
Asian or Pacific Islander	% %
Native Americans	% %
Subcontinent Asian	% %
White	% %

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. ☐ Check if not applicable
Agency Name	Minority
	Women Disadvantaged Disabled Veteran LGBTQQ

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets the Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0 (Minimum Mandatory Requirements), of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Proposer does not have unresolved questioned costs, as identified by the Auditor-Controller (A-C), in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	☐	☐
2	Proposer has five (5) years' experience, within the last seven (7) years providing hands-on instruction or coaching services similar to the services as outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract).	☐	☐
3	Proposer is able to maintain an office in Los Angeles County during the term of the contract. The office must have staff available to assist the client/TAY when there is a need to come into the office and have a responsible person(s) to maintain all reports/records that are required per this RFP. The Proposer must provide the address of its business office in this proposal.	☐	☐
4	Proposer and its principals must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of the contract by any Federal, State or County agency. Proposer must be found clear from County, State and Federal contractor's debarred listings unless an exception has been authorized by State and Federal regulations.	☐	☐

REQUIRED FORMS – EXHIBIT 7

LIST OF REFERENCES

Proposer's Name: _____

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements (MMRs) stated in the RFP. Proposer must provide 3 references where the same or similar scope of services was provided.

Proposer may also provide three (3) alternate references in the event that a reference is non-responsive. It is the Proposer's responsibility to ensure accuracy of the information provided below.

Proposer must indicate whether it is using subcontractor experience to meet MMRs provided in Paragraph 4.0 of RFP.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Identify if the reference is for Prime or Subcontractor	
REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Identify if the reference is for Prime or Subcontractor	
REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Identify if the reference is for Prime or Subcontractor	

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Identify if the reference is for Prime or Subcontractor	
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Identify if the reference is for Prime or Subcontractor	
ALTERNATE REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Identify if the reference is for Prime or Subcontractor	

REQUIRED FORMS – EXHIBIT 8

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 8
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 8

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 8

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 8

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

REQUIRED FORMS – FORM 9

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 Proposer 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. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer 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. Proposer 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. Proposer 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. Proposer 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. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement 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 Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer'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 Proposer 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 Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer 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.

REQUIRED FORMS – EXHIBIT 10

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN **EXHIBITS 1-156** IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

Provide a narrative that demonstrates the organization's background and experience specific to item 8.5.3.1.

- 8.5.3.1 Proposer must provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP and has the capability to perform the required services as a corporation or other entity.

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

8.5.3.1 Continued

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.1

8.5.4.1 - Explain will your agency provide up to 24 months of ITSP services per TAY in accordance with the eight Chafee Outcomes and Program Deliverables in SOW section 5.0 – target Population, subsection 5.2?

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

8.5.4.1 Continued

REQUIRED FORM - Exhibit 11

ITSP Services Request for Proposals #25-0042 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.2.

8.5.4.2 - Explain how your agency will meet the monthly service hours in section 11.4 of the SOW and how those hours will be used to meet the ITSP program goals and Chafee Outcomes towards self-sufficiency.

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

8.5.4.2 Continued

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.3.

8.5.4.3 - Describe how your agency will ensure 90% of the enrolled TAY meet their educational goals listed in their education requirements?

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

8.5.4.3 Continued

REQUIRED FORM - Exhibit 11

ITSP Services Request for Proposals #25-0042 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.4.

8.5.4.4 - Explain how your agency will ensure that 85% of enrolled TAY will have a continuum of services in accordance with SOW section 10.4 and 10.9?

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

8.5.4.4 Continued

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 8.5.4.5.

8.5.4.5 - Explain how your agency will ensure 100% of the contracted staff hired for this contract will complete the mandatory trainings in accordance with section 9.8 of the SOW.

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

8.5.4.5 Continued

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.6.

8.5.4.6 - Describe how your agency will ensure that 90% of the TDS's providing ITSP services are matched with the TAY serviced for the duration of this contract.

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

8.5.4.6

Continued

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-0042 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.7.

8.5.4.7 - Describe how TDS will be selected and matched to TAY which meets the ethnic, cultural, and linguistic diversities of the target population.

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-002 Narrative Form

8.5.4.7

Continued

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-002 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.8.

8.5.4.8 - Describe how your organization will document the ITSP services provided in the TAY case file and how will status updates be provided to the Children's Social Worker (CSW), the Deputy Probation (DPO), and Independent Living Program Coordinator; when applicable.

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-002 Narrative Form

8.5.4.8

Continued

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-002 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.9.

8.5.4.9 - How will your agency ensure that 100% of the CPD or authorized designee attend all mandatory ITSP meetings in accordance with SOW section 7.5.

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-002 Narrative Form

8.5.4.9 **Continued**

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-002 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.4.10.

8.5.4.10 - Describe how your organization's ITSP staff will work with the Children's Social Worker (CSW) when applicable; the Deputy Probation (DPO) and Independent Living Program Coordinator?

REQUIRED FORM - Exhibit 11
ITSP Services Request for Proposals #25-002 Narrative Form

8.5.4.10 Continued

REQUIRED FORMS – EXHIBIT 12

PRICE SHEET

Contractor hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary and Contract.

Contractor is to be paid a firm-fixed price, not to exceed the maximum annual contract sum of \$3,131,719.00 for each year. A Proposer exceeding the anticipated allocation does so at their own risk and the County reserves the right to reject a proposal which exceeds the allocation.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary (i.e. mileage, staff time, venue rentals, supplies, outreach, etc.) in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Line Item Budget, and Contract.

Print Name of Agency: _____

INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICE DELIVERABLES	
Cost to perform all services as indicated in the Statement of work.	
Total Price:	

Authorized Signature

Print Name and Title

Date

REQUIRED FORMS – EXHIBIT 13

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.

REQUIRED FORMS – EXHIBIT 14

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 – EXHIBIT 15

PROPOSER'S INVOLVEMENT IN LITIGATION AND CONTRACT COMPLIANCE DIFFICULTIES

Check yes or no for the following questions. If answers to any of the six questions are yes, please fully explain the circumstances on a separate page, including discussion of the potential impact on the contract, if awarded.

As part of the Request for Proposals selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the applicant.

	YES	NO
1. Is the agency currently, or within the past seven years, involved in litigation?	_____	_____
2. Is the Chief Executive Officer currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?	_____	_____
3. Are any agency staff members unable to be bonded?	_____	_____
4. Have there been unfavorable rulings by a funding source against the agency for improper or contract compliance deficiencies?	_____	_____
5. Has the agency or Chief Executive Officer ever had public or foundation funds withheld?	_____	_____
6. Has the agency or Chief Executive Director refused to participate in any fiscal audit or review requested by a government agency or funding source?	_____	_____

Agency's Legal Name

Authorized Signer

Signature of authorized individual

Date

APPENDIX C, D

Appendix

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation

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: _____
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", as approved and codified in California Government Code, Sections 12580–12599.10, 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.

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 12599.10. 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.