



DEPARTMENT OF CHILDREN AND FAMILY SERVICES

**REQUEST FOR PROPOSALS
(RFP # 25-0057)**

FOR

**INDEPENDENT LIVING PROGRAM -
TRANSITIONAL HOUSING PROGRAM
(ILP-THP) SERVICES**

**Prepared By
County of Los Angeles**

11/6/2025

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- 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
- E ILP-THP Program Implementation Provider Plan Guidelines**
 - E1 Program implementation process
 - E2 Plan for Implementation
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1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

RFP Release Date	November 6, 2025
RFP Contact	DCFS Contract Analyst, via email: ILPTHP-RFP25-0057@dcfs.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	November 17, 2025, by 5:00 pm, Pacific Standard Time
Virtual Proposer's Conference	November 20, 2025
Written Questions Due	November 20, 2025, by 4:00 pm Pacific Standard Time
Questions and Answers Released via Addendum	On or about December 9, 2025
Proposals Due	On or before 12:00 PM (Pacific Standard Time) on December 30, 2025
Anticipated Contract Term	The contract is anticipated to commence on January 1, 2027, or the date of execution, whichever is later.

2.0 INTRODUCTION

- 2.1** The Los Angeles County (County) Department of Children and Family Services (DCFS) is issuing this Request for Proposals (RFP) to solicit proposals from organizations that can provide an Independent Living Program-Transitional Housing Program (ILP-THP). The ILP-THP is a housing opportunity for former foster youth (DCFS/Probation), ages 18-21, who are ILP-THP eligible, have a closed case, and are at-risk of homelessness. Housing services are provided for youth for up to 36 months or their 21st birthday. The ILP-THP engages in a team approach by working together with community service providers and emancipated youth to ensure that they are working toward the goal of self-sufficiency. Housing providers work individually with youth to assess and plan for self-sufficiency goals and provide supportive services to help youth achieve these goals. After youth exit the program, there is an expected six-month follow-up to track whether the youth is able to maintain permanent housing.
- 2.2** The Department of Children and Family Services (DCFS) previously contracted with the Los Angeles Homeless Services Authority (LAHSA), which administered and oversaw transitional housing programs for Transition Age Youth (TAY) from ages 18 to 21. LAHSA is a Joint Powers Authority established in 1993 by the County and the City of Los Angeles. Initially, LAHSA monitored 11 providers who offer housing and supportive services for a maximum of 175 Independent Living Program (ILP) eligible TAY. On June 30, 2023, the Independent Living Program-Transitional Housing Program (ILP-THP) contract was transitioned from LAHSA to DCFS. Vacancy rate for the ILP- THP program improved by 40% percent since the transition. ILP-THP now has an average vacancy rate of about 28% percent. The goal is to further reduce the rate by utilizing planned outreach efforts by Supportive Housing Division staff.
- 2.3** 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

The purpose of this RFP is to solicit proposals from qualified and culturally competent organizations to provide direct, onsite housing, supportive services, educational advocacy, case management, mental health services, and life skills training for former foster and probation youth who are at-risk of experiencing homelessness. Housing services are provided for youth for up to 36 months. The participants in the ILP-THP will include TAY who have children and are impaired in at least one of the following domains: school, work, community, family life, or interpersonal relationships.

Contractors are required to facilitate training that promotes self-sufficiency for former DCFS foster or Probation TAY at risk of becoming homeless. Contractors will provide supportive services that include, but are not limited to, life skills training, workforce readiness, vocational training, and education. Contractors are to ensure that these services are provided consistent with the John H. Chafee Foster Care Independence Act (Chafee Act) guidelines.

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 January 1, 2027, or the date of execution, whichever is later, with an option to extend for two 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.

3.2.2 Contract Rates

3.2.2.1 The rate will be \$3,000 per month per participant.

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

3.2.2.3 This contract will be financed using 55 percent Federal and 45 percent State funding.

3.2.3 Contract Awards

3.2.3.1 Contracts will be awarded by the Service Planning Area (SPA), which will be as follows:

Service Planning Area (SPA)	Number of contracts	Beds
SPA 1	One (1) Contract	8
SPA 2	One (1) Contract	8

SPA 3	One (1) Contract	12
SPA 4	One (1) Contract	8
SPA 5	One (1) Contract	4
SPA 6	One (1) Contract	14
SPA 7	One (1) Contract	16
SPA 8	One (1) Contract	5
Total contracts: eight (8) Contracts		Total beds: 75

3.2.3.2 Organizations will be able to submit a bid for more than one SPA.

3.2.4 Days of Operation

3.2.4.1 The Contractor will maintain non-traditional business hours, including evenings and weekends, to ensure timely responses to participant emergencies and to provide ongoing supportive services. This flexible schedule is designed to meet the unique needs of program participants and promote their stability, safety, and overall well-being.

- Monday through Friday, 8:00 am to 5:00 pm for service delivery
- Monday through Friday, 5:00 pm to 8:00 pm
- Saturday and Sunday, 9:00 am to 1:00 pm

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

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

3.2.4.4 Contractors are not required to work on the County observed Holidays. However, they are required to provide 24/7 crisis intervention support.

3.2.5 Indemnification and Insurance

Contractors will be required to comply with the provisions contained in Paragraph 8.22 (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 8.23 (General Provisions for all Insurance Coverage) and Paragraph 8.24 (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** Proposer must have a minimum of four (4) years of experience, within the last seven (7) years, as a transitional housing provider or four (4) years of experience providing case management services to Transition Age Youth/ (Foster/Probation Youth). The experience must include the provision of housing, educational, and employment support services to youth.
- 4.2** Proposer's program must be clearly distinguishable from programs that are required to be licensed as an Adult Residential Facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- 4.3** Proposer must submit an ILP-THP Program Implementation Provider Plan, which must be approved by DCFS. The provider plan must follow the guidelines specified in Appendix E, County of Los Angeles ILP-THP Program Implementation Provider Plan Guidelines of this RFP.
- 4.4** The proposer must be able to service all beds in the SPA or SPAs for which they are submitting a proposal for.
- 4.5** Proposer must be a non-profit organization or a public entity and be tax exempt under 501 (c) (3) of the Internal Revenue Code. Proposer must have ruled an

exempt entity by the Internal Revenue Service (IRS) for a period of at least two (2) years prior to the proposal due date for this RFP.

- 4.6** Proposer must submit an audited financial statement current within the last eighteen (18) months
- 4.7** Proposer must have a determination of Exemption letter from the State of California Franchise Tax Board indicating recognition of Proposer's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701
- 4.8** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.
- 4.9** 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.
- 4.10** Proposer must be registered to do business with the office of the California Secretary of State. A certified original copy of the Statement of Information shall be included in the submission of the proposal. County's Quality Assurance Plan.

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 should ensure that the initial and annual criminal clearances 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.

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
Attention: Jeffrey Martinez-Flores
Email: ILPTHP-RFP25-0057@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. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read Appendix D (Background and Resources: California Charities Regulation). 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](#).

- 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](#), as indicated in the Contract. Further, Contractors are required to comply with the requirements under [Section 12952](#) 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 \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in 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 \$250 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

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

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. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <http://dcba.lacounty.gov>.
- 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 Social Enterprise (SE) Preference Program

- 7.2.1** 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](#).
- 7.2.2** The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 7.2.3** 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 DCBA with their proposal.

7.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 7.3.1** 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](#).
- 7.3.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 7.3.3** 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 DCBA with their proposal.

7.4 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: ILPTHP-RFP25-0057@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. The conference is scheduled as follows:

Date: Thursday, November 20, 2025

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

Microsoft Teams
[Join the meeting now](#)

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 ILPTHP-RFP25-0057@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.

A proposal must be submitted for each Service Planning Area (SPA) wherein the proposer plans to provide services. Five (5) PDF files are required for each proposal submitted.

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

Proposers must include five (5) electronic PDF files in their proposal submission e-mail (s).

- 1) Business Proposal (Narrative, Required Forms, Exhibit 12)
- 2) Line-Item Budget and Budget Narrative (Required Forms, Exhibit 11)
- 3) Three (3) years Financial Statements,(2022,2023,2024)
- 4) Required Forms (Exhibits 1 through 14) and
- 5) Corporate Documents

8.4.2 The electronic files must be titled as follows: ILPTHP-RFP25-0057, the organization's name, and the Services Planning Area where the proposer plans to provide services, and identify the files listed as (i.e. ILPTHP-RFP25-0057, ABC Agency, SPA 1, Business Proposal).

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

8.4.4 Proposer should plan for any delays or computer failures and avoid submission of proposal at a minimum of 30 minutes before the deadline. Any proposal(s) received at 12:01 pm on December 30, 2025, will be immediately rejected.

8.4.5 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: Business Proposal Narrative Required Form, Exhibit 12 will be limited to two (2) pages per response.

8.5.1 Proposer's Qualifications (Section A) (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.

8.5.1.1 Proposer's Background and Experience (Section A.1) (10%)

Describe the agency's background and experience in providing services equivalent to the services identified in RFP, Exhibit A, Statement of Work (SOW).

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.

Proposer's List of References (Section A.2) (5%)

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 category.

Proposer must provide three (3) references where the same or similar scope of services was provided to demonstrate that the Proposer meets the Minimum Mandatory Requirements identified in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP. References must not include Los Angeles County Department of Children and Family Services Personnel.

It is the Proposer's sole responsibility to ensure that information provided for each reference is accurate. Three attempts will be made to reach a Proposer's reference during the business hours of Monday through Friday, from 8:00 a.m. to 5:00 p.m.

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.

8.5.1.2 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 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 E (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

8.5.1.3 Proposer's Financial Capability (Section A.3) (5%)

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.

8.5.1.4 Proposer's Pending Litigation and Judgments (Section A.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.

8.5.2 Proposer's Approach to Providing Required Services (Section B) (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 these outlined required elements and include the following:

- 8.5.2.1** Describe your organization's unique features for the ILP-THP program plan and how it will enhance the ability to provide quality services to the ILP-THP participants and the County.
- 8.5.2.2** Describe your organization's experience in developing and sustaining collaborative relationships with other organizations and how it will help participants in the ILP-THP program.
- 8.5.2.3** Describe how your organization will ensure the success of each participant's transition from dependence to self-sufficiency through supervised housing and supportive services as stated in the SOW.
- 8.5.2.4** Describe the training your organization will provide for its employees who will work under this contract, as outlined in the SOW.
- 8.5.2.5** Describe what furniture and appliances will be available to the ILP-THP participants when they move in, and for the duration of their participation in the ILP-THP program
- 8.5.2.6** Describe how your organization will ensure that the housing site, furniture, and appliances are maintained in good physical and operational condition throughout the participant's stay in the program.
- 8.5.2.7** Describe how your organization will enhance or exceed expectations in performing each service task related to Property Management and Case Management as outlined in the SOW.
- 8.5.2.8** Describe how your organization will assist participants with pursuing the goals of the Supportive Transitional Emancipation Program-Transitional Independent Living Plan (STEP-TILP), and how the organization will ensure that the participants participate in the goals as outlined in the SOW.
- 8.5.2.9** Describe how your organization will provide employment support with the goal of the youth having a living wage that is

sufficient for them to maintain self-sufficiency at the time of exit from the program, as outlined in the SOW.

- 8.5.2.10** Describe how your organization will provide educational support with the goal of the participants completing their high school diploma or GED Certificate, and seeking post-secondary education, as outlined in the SOW.
- 8.5.2.11** Describe how your organization will provide assistance and support to ensure that the participants exit the program to permanent housing
- 8.5.2.12** Describe how your organization will meet the performance standards listed in the Performance Requirement Summary (PRS).

8.5.3 Proposer's Quality Assurance Plan (Section C) (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 QAP 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).

- 8.5.3.1** 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.
 - Monitoring methods to be used.
 - Frequency of monitoring.
 - Samples of forms to be used in monitoring.
 - Title/level and qualifications of personnel performing monitoring functions; and
 - Documentation methods of all monitoring results, including any corrective action taken.
- 8.5.3.2** Proposer must describe their protocol to ensure uninterrupted services to ILP-THP 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 other emergencies

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

8.5.4.1 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.

8.5.4.2 Section D 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.

8.5.4.3 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.

8.5.5 Business Proposal Required Forms and Corporate Documents (Section E)

8.5.5.1 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
Exhibit 10	Bids by SPA
Exhibit 11	Line-Item Budget and Budget Narrative
Exhibit 12	Business Proposal Narrative
Exhibit 13	Proposer's Involvement in Litigation and Contract Compliance Difficulties
Exhibit 14	Declaration

8.5.5.2 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%)

Proposer must submit a separate Cost Proposal for each Service Planning Area for which they are applying.

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 ILP-THP during the term of the contract. There will be no cost-of-living adjustments during the term of the contract.

8.6.1 Evaluation of Cost Proposal

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract. Costs that are estimated or assumed must include a brief explanation of the underlying basis of the estimated or assumptions. County has an obligation to engage in cost effective undertakings to achieve potential savings. All proposers’ Cost Proposals will be evaluated by subject matter experts separately from the Business Proposals. The score of the Cost Proposal will then be combined with the score of the Business Proposal to determine the overall score and ranking of each proposal submission.

8.6.1.1 Evaluation of the Line-Item Budget

The line-item budget, a detailed listing of funds that the Proposer allocates to each cost category, will be scored to determine if the proposed costs are reasonable and sufficient

for the term of the Contract. The proposer must ensure that all computations are correct.

8.6.1.2 Evaluation of Budget Narrative

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

8.6.2 Preference points

Should one or more of the Proposers request and be granted the preference, under the County's applicable preference programs, 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.

8.7 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 must be submitted via electronic mail (email) to ILPTHP-RFP25-0057@dcfs.lacounty.gov by 12:00 noon on December 30, 2025. 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: ILPTHP-RFP25-0057@dcfs.lacounty.gov

Subject Proposal for ILPTHP-RFP # 25-0057, Proposer's Name

- 8.8.2** A proposal must be submitted for each Service Planning Area (SPA) wherein the proposer plans to provide services. Five (5) PDF files are required for each proposal submitted.
- 8.8.3** All proposals must be submitted via e-mail in the prescribed format below:
- Proposers must include five (5) electronic PDF files in their proposal submission e-mail.
- 1) Business Proposal (Narrative, Required Forms, Exhibit 12)
 - 2) Line-Item Budget and Budget Narrative (Required Forms, Exhibit 11)
 - 3) Three (3) years' Financial Statements, (2022,2023,2024)
 - 4) Required Forms (Exhibits 1 through 14) and
 - 5) Corporate Documents
- 8.8.4** The electronic files must be titled as follows: ILPTHP-RFP25-0057, the organization's name, and the Services Planning Area where the proposer plans to provide services, and identify the files listed as (i.e. ILPTHP-RFP25-0057, ABC Agency, SPA 1, Business Proposal).
- 8.8.5** No hard copies delivered in person or facsimile (faxed) responses will be accepted. All proposal documentation must be attached, not linked.
- 8.8.6** 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
- 8.8.7** Each page must be clearly and consecutively numbered within each electronic file.
- 8.8.8** The Business Proposal must be in searchable Adobe PDF format (Required Forms, Exhibit 12), with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. Proposer 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
- 8.8.9** Proposer should plan for any delays or computer failures and avoid submission of proposal at a minimum 30 minutes before the deadline. Any proposal(s) received at 12:01pm on December 30, 2025 will be immediately rejected.

- 8.8.10** 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.
- 8.8.11** All proposals will be firm offers and may not be withdrawn for a period of 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), and 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, November 17, 2025 by 5:00pm, Pacific Standard Time;
- 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 disadvantage 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 section 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.

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 INDEPENDENT LIVING PROGRAM –
TRANSITIONAL HOUSING PROGRAM
(ILP-THP) SERVICES**

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Beds by SPA
- C** Line-Item Budget and Budget Narrative (Not Attached to Contract)
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
 - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
 - F3** Contractor Non-employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Auditor-Controller Contract Accounting and Administration Handbook
- I** Charitable Contributions Certification
- J** Information Security and Privacy Requirements

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

FOR
INDEPENDENT LIVING PROGRAM -
TRANSITIONAL HOUSING PROGRAM SERVICES**

This Contract ("Contract") made and entered into this _____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor".

RECITALS

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

WHEREAS, the Contractor is a private/non-profit organization specializing in providing Independent Living Program – Transitional Housing Program Services; and

WHEREAS, County has determined that the services to be provided under this Contract are needed in order to direct and link former foster/probation youth with housing, health, and social services to which they are eligible for in order that they might experience a seamless transition into permanent housing as self-sufficient adults, and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through J 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	Bids by SPA
Exhibit C	Line-Item Budget and Budget Narrative (Not attached to Contract)
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution F1 Contractor Acknowledgement and Confidentiality Agreement F2 Contractor Employee Acknowledgement and Confidentiality Agreement F3 Contractor Non-employee Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Auditor-Controller Handbook
Exhibit I	Charitable Contributions Certification
Exhibit J	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 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or person's, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Program Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 County's Program Manager:** Person designated by County's Program Director to manage the operations under this Contract.
- 2.1.7 County's Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.1.8 County's Program 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.
- 2.1.9 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/>.
- 2.1.10 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Department of Children and Family Services which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any time, under oral or written agreement.
- 2.1.17 Self Sufficiency:** means a youth who transitions out of a CONTRACTOR program who succeed in the areas of: (1) permanency/housing; (2) social and emotional well-being; and (3) career/workforce readiness.
- 2.1.18 DCFS:** Department of Children and Family Services.
- 2.1.19 Expended Funds or Expended or Expenditures:** means Transitional Housing for Transition Age youth funds, received through this Contract that are subsequently spent by Contractor for the care and services of Transitional Housing for Transition Age youth participants. Expended funds must be reasonable and allowable in accordance with Part I: Unique Terms and Conditions, Section 9.8, Use of Funds of this Contract.
- 2.1.20 ILP TAY:** means a specific population of ILP-eligible youth who are former foster youth that are at least age 18 years old but not yet 19.
- 2.1.21 Case Manager:** means contracted staff who are responsible for the assessment of and service delivery to TAY, in compliance with the requirement of this contract.
- 2.1.22 ILP:** means Independent Living Program
- 2.1.23 ILP-Eligible Foster Youth:** means a youth that is at least 16 years of age and meets all of the guidelines of ILP eligibility.
- 2.1.24 Individualized Services plan:** means Individualized plan that identifies the barriers to the youth's independent living and prioritizes in order which they should be addressed through short and long term goals, the desired outcomes, and the strategies and resources to be used in attaining the outcomes.
- 2.1.25 Outcomes:** means the success of youth transitioning out of a contractor program that occurred due to the positive impact of the contractor's delivery of services
- 2.1.26 Permanency:** means a process and a result that includes involvement of the youth as participants and leaders in defining for themselves what permanency means and in finding a permanent connection with at least one committed adult who provides: A safe, stable and secure parenting relationship; Love; Unconditional commitment, Lifelong support in the context of reunification; a legal adoption or guardianship where possible

the opportunity to maintain contact with important persons, including brothers & sisters.

- 2.1.27 Statement of Work (SOW):** means a written portion to this contract describing the actual work to be done by means of specifications or other minimum requirements quantities, performance data, and statement of requisite quality (service task)
- 2.1.28 Program:** means the work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.1.29 Transition:** means a TAY changes in legal status from a court dependent youth to an independent adult.
- 2.1.30 Transitional Housing for Transition Age youth:** means Transitional Housing Program for (former) Foster/Probation Youth.
- 2.1.31 Transitional Housing for Transition Age youth Participant:** means an emancipated foster or probation youth who resides in the Transitional Housing Program unit.

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 is anticipated to commence on January 1, 2027, or the date of execution, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County Will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of three (3) years. Each such extension option may be exercised at the sole discretion of the Director of DCFS or designee as authorized by the Board of Supervisors.

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. Purposes, including determining whether the County will exercise a contract term extension option

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).
- 4.4** The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor 60 days prior to the expiration of the Contract term, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

5.0 CONTRACT SUM

5.1 Total Contract Sum

The County and Contractor agree that this is a firm-fixed-price contract. Contract amount shall not exceed the Maximum Contract Sum. During the term of this contract, County shall compensate Contractor for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B Beds by SPA, based on the number of ILP-THP Participants. The Contractor shall not exceed the maximum capacity of ILP-THP Participants per month (based on full-month placement) and at the rate of compensation set forth in Exhibit B, Beds by SPA. County and Contractor agree that in the event the State of California fails to pay the County claim for ILP-THP services provided by the Contractor, the County is not financially liable to the Contractor.

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 C (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 submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.4 All invoices and supporting documentation (expenses listed in the monthly invoices, including employee salary payments, cancelled checks, etc.; Contractors general ledger shall not be submitted as the only source of documentation) under this Contract must be submitted in two (2) copies to the DCFS Accounting Services section and to the DCFS County Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Unit
510 South Vermont Avenue, 14th Floor
Los Angeles, CA 90020
Contractinvoices@dcfs.lacounty.gov

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Shantie Lee, Program Manager
1933 S. Broadway 6th Floor

5.5.5 County Approval of Invoices

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

5.5.6 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.

5.5.7 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.

5.5.8 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.

5.5.9 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.

5.5.10 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.

- 5.5.11** 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.
- 5.5.12** 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.
- 5.5.13** 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 C – 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.
- 5.5.14** 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.
- 5.5.15** Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit C – Contractor's Line-Item Budget and Budget Narrative. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the Budget is true and correct in all respects and will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or

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

- 5.5.16** 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.
- 5.5.17** Contractor must limit administrative and indirect costs to ten percent (10%) of the total expenditures of the contract funds.
- 5.5.18** 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.

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

- 5.6.1** 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).
- 5.6.2** 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.
- 5.6.3** 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.
- 5.6.4** 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 Program Director

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

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

6.3 County's Program Manager

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

- 6.3.1** Meeting with the Contractor's Program Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever

6.4 County's Program Monitor

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

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 Program 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 Program Manager

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

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

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Program 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. All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

7.4.1 Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has terminated employment with the Contractor.

- 7.4.3** If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.

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.

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

- 7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3** These terms will also apply to subcontractors of County contractors.
- 7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement). Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

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

Amendment to the Contract must be prepared and executed by the Contractor and by DCFS Director or their designee.

- 8.1.3** The DCFS Director or their 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 DCFS Director or their 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 Contract Discrepancies

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

8.5.1 Contract Discrepancies 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 Contract discrepancies.
- The Contractor will use the Contract Discrepancy Report (CDR) Exhibit A-36 of the SOW as part of their policy.
- 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 contract discrepancies and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the contract discrepancy report.

- When complaints cannot be resolved informally, a system of follow-through will be instituted that adheres to formal plans for specific actions and strict time deadlines.

8.6 Compliance with Applicable Laws

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

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

8.7 Compliance with Civil Rights Laws

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

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12)

month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

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

8.9 Conflict of Interest

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

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor

hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Employment Eligibility Verification

8.16.1 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.

8.16.2 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.

8.17 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.

8.18 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.

8.19 Force Majeure

- 8.19.1** 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").
- 8.19.2** 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.
- 8.19.3** 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.

8.20 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.

8.21 Independent Contractor Status

- 8.21.1** 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.
- 8.21.2** 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.

8.21.3 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.

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

8.22 Indemnification

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

Any legal defense pursuant to Contractor's indemnification obligations under this Agreement shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Nothing herein shall be construed as a waiver of County's sovereign immunity.

8.23 General Provisions for all Insurance Coverage

8.23.1 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 8.23 and 8.24 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.

8.23.2 Evidence of Coverage and Notice to County

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
contractorinsurance@dcfs.lacounty.gov

Attention: Jeffrey Martinez-Flores, Contract Analyst,
Martij7@DCFS.lacounty.gov

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

8.23.3 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.

8.23.4 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.

8.23.5 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.

8.23.6 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.

8.23.7 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.

8.23.8 Waivers of Subrogation

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

8.23.9 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.

8.23.10 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.

8.23.11 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.

8.23.12 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.

8.23.13 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.

8.23.14 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.

8.23.15 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.

8.24 Insurance Coverage

8.24.1 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:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

8.24.2 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.

- 8.24.3 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.

8.24.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 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.

8.24.5 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.

8.24.6 Property Insurance:

Provide coverage for Owned, Leased and Participant's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

Be written for the full replacement cost of the property. Insurance proceeds shall be payable to the Contractor and Participant as their interests may appear.

8.24.7 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$500,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County and/or Participant to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.24.8 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.

8.25 Liquidated Damages

8.25.1 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.

- 8.25.2** 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 will be agreed upon at such time 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.
- 8.25.3** The action noted in Paragraph 8.25.2 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.
- 8.25.4** 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 8.25.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 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.

8.27 Nondiscrimination and Affirmative Action

- 8.27.1** 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.

8.27.2 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.

8.27.3 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.

8.27.4 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.

8.27.5 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.

8.27.6 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 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 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.

8.28 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.

8.29 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.

8.30 Notice of Disputes

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

8.31 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.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.33 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 D (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. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 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 Program 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 Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7** 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:

County of Los Angeles
Department of Children and Family Services
Independent Living Program – Transitional Housing Program
510 South Vermont Avenue, 10th Floor
Los Angeles, CA 90020

8.39.9 Contractor will obtain the following from each subcontractor before any subcontractor employee may perform any work under subcontract to this Contract. Contractor will maintain and make available upon request of County Program Manager all the following documents:

8.39.9.1 An executed Contractor Non-Employee Acknowledgement and Confidentiality Agreement, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.

8.39.9.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Paragraph 8.24, Insurance Coverage, of this Contract.

8.39.9.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the Subcontract. This Tax Identification Number must not be identical to the Contractor's Tax Identification Number.

8.39.9.4 Contractor will provide County Program Manager with copies of all executed Subcontracts after County Program Manager's approval.

8.39.10 No Subcontractor will alter in any way any legal responsibility of Contract to County. Contractor must remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform work required hereunder.

8.39.11 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity will acquire any rights as a third party beneficiary of this Contract.

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 effected by

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

8.41.2 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, and
- Complete performance of such part of the work as would not have been terminated by 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 Program 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 8.48 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](#). 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 \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

9.1.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.1.2** During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit I (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.3 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.

9.4 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 9.5) 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

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 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 8.18	Fair Labor Standards
Paragraph 8.19	Force Majeure
Paragraph 8.20	Governing Law, Jurisdiction, and Venue
Paragraph 8.22	Indemnification
Paragraph 8.23	General Provisions for all Insurance Coverage

Paragraph 8.24	Insurance Coverage
Paragraph 8.25	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	Ownership of Materials, Software and Copyright
Paragraph 9.3	Data Destruction
Paragraph 10.0	Survival

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDEPENDENT LIVING PROGRAM – TRANSITIONAL HOUSING PROGRAM
SERVICES CONTRACT #

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

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

By: _____

Name

Title

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF THE COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By: _____

David Beaudet, Senior Deputy County Counsel

STATEMENT OF WORK

INDEPENDENT LIVING PROGRAM – TRANSITIONAL HOUSING PROGRAM

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM

STATEMENT OF WORK

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EXHIBIT A-22	Youth Interview
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EXHIBIT A-32	Personal/ Household Item Inventory
EXHIBIT A-33	Participant Satisfaction Survey
EXHIBIT A-34	Employment for Unemployed Participants
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EXHIBIT A-36	Contract Discrepancy Report
EXHIBIT A-37	Transitional Housing Program Participant Rights and Responsibilities

1. PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County Shared Core Practice Model, Strategic Plan Mission, Values, Goals and Performance Outcomes. The vision of DCFS is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

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

2. INTRODUCTION

This contract provides Independent Living Program (ILP) Transitional Housing for former foster and Probation Transition Age Youth (TAY) who were formerly supervised by the Department of Children and Family Services (DCFS) or the Probation Department (Probation) and eligible for ILP services. Up to 75 TAYs will receive housing and life skills training for up to 36 months. The participants in the ILP will include TAY who have children and are impaired in at least one of the following domains: school, work, community, family life, or interpersonal relationships. The TAY's degree of impairment must be such that they require limited support in managing their daily living skills.

CONTRACTORS are required to facilitate training that promotes self-sufficiency for former DCFS foster or Probation TAY at risk of becoming homeless. CONTRACTORS will provide supportive services that include, but are not limited to, life skills training, workforce readiness, educational and vocational training. CONTRACTORS are to ensure that these services are provided consistent with the John H. Chafee Foster Care Independence Act (Chafee Act) guidelines.

DCFS has established the following priorities for children and youth: (1) Safety, (2) Stability, (3) Permanency, (4) Well-being, and (5) Self Sufficiency.

Well-Being in this Statement of Work (SOW) refers to educational, life skills preparation, and independent living as well as a number of other items especially relevant to an ILP-THP setting. The Performance Outcome Summary and Service Tasks addressing this priority are found in this SOW.

The implementation of ILP-THP housing services is to provide selected independent living opportunities for eligible ILP TAY to practice life skills in a safe environment and to assist with the transition from dependence to self- sufficiency through supervised housing and supportive services as described in detail in this SOW.

3. DEFINITIONS

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

- 3.1 **Case Manager** - means CONTRACTOR's staff who is responsible for the assessment of and service delivery to TAY, and compliance with the requirements of their contract.
- 3.2 **CONTRACTOR** – means the sole proprietor, partnership, or corporation that has entered a contract with the County to perform or execute the work covered in this Statement of Work.
- 3.3. **CONTRACTOR Program Director (CPD)** – means CONTRACTOR's staff who is responsible for managing all phases of the CONTRACTOR's operations and interfacing with the County Program Manager relating to this Contract.
- 3.4 **County Program Manager (CPM)** - means the County representative responsible for daily management of Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 3.5 **Day** - means a calendar day unless otherwise specified.
- 3.6 **DCFS** - means the Department of Children and Family Services, the child protection agency for the County of Los Angeles.
- 3.7 **ILP** - means Independent Living Program.
- 3.8 **ILP-Eligible Foster YOUTH** - means a youth that is at least 16 years old and meets all of the guidelines of ILP eligibility.

- 3.9 ILP TAY** - means a specific population of ILP-eligible youth who are former foster youth that are at least age 18 years old but not yet 19.
- 3.10 Individualized Services Plan** - means individualized plan that identifies the barriers to the youth's independent living and prioritizes in order which they should be addressed through short- and long-term goals, the desired outcomes, and the strategies and resources to be used in attaining the outcomes.
- 3.11 Outcomes** - mean the success of youth transitioning out of a CONTRACTOR program that occurred due to the positive impact of the CONTRACTORS' delivery of services.
- 3.12 Permanency** - means a process and a result that includes involvement of the youth as participants and leaders in defining for themselves what permanency means and in finding a permanent connection with at least one committed adult who provides: A safe, stable and secure parenting relationship; Love; Unconditional commitment, Lifelong support in the context of reunification; a legal adoption or guardianship where possible the opportunity to maintain contact with important persons, including brothers & sisters.
- 3.13 Probation** - means the County of Los Angeles Probation Department.
- 3.14 Self-Sufficiency** - means a youth who transitions out of a CONTRACTOR program who succeed in the areas of: (1) permanency/housing; (2) social and emotional well-being; and (3) career/workforce readiness.
- 3.15 Statement of Work (SOW)** - means a written portion to this contract describing the actual work to be done by means of specifications or other minimum requirements quantities, performance data, and a statement of the requisite quality (services tasks).
- 3.16 Transition** - means a TAY changes in legal status from a court dependent youth to an independent adult.

4. TARGET DEMOGRAPHICS

- 4.1** The ILP-THP program targets up to 75 ILP eligible former DCFS and Probation youth, ages 18 through 20 who are homeless or at risk of homelessness and impacted by one or more of the following characteristics: The target population is referred to as ILP Transition Age Youth (ILP TAY). TAY are allowed to remain in the program for up to 36 months or up to his/her 21st birthday.

5. MAXIMUM LENGTH FOR PROGRAM PARTICIPATION

- 5.1 The maximum time for ILP THP participation is 36 cumulative months statewide and not more than 21 years of age.

6. HOURS OF OPERATION

- 6.1 CONTRACTOR will maintain non-traditional business hours, including evenings and weekends, to ensure timely response to participant ongoing supportive services. This flexible schedule needs of program participants and to promote their being.
- Monday through Friday - 8:00 am to 5:00 pm (For Service Delivery)
- Monday through Friday, 5:00 pm to 8:00 pm.
Saturday 9:00 am to 1:00 pm.
Sunday 9:00 am to 1:00 pm.
- 6.2 CONTRACTOR obtains approval from the County Program Manager prior to any modifications of services delivery site hours by submitting data outlining how client needs will be met with any requests to modify service delivery site hours of operation.
- 6.3 CONTRACTOR's Program Manager, or County-approved designee, must have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract.
- 6.4 CONTRACTOR is not required to work on the following County- observed Holidays:
- New Year's Day (January 1st)
 - Luther King's Birthday (Third Monday in January)
 - President's Day (Third Monday in February)
 - Cesar Chavez's Birthday (Last Monday in March)
 - Memorial Day (Last Monday in May)
 - Juneteenth (June 19th)
 - Independence Day (July 4th)
 - Labor Day (First Monday in September)
 - Indigenous People's Day (Second Monday in October)
 - Veteran's Day (November 11th)
 - Thanksgiving Day (Fourth

- Thursday in November)
- Day After Thanksgiving
(Friday after Thanksgiving
Day)
- Christmas Day (December 25th)

7. COUNTY PROGRAM MANAGEMENT

- 7.1 County Program Manager (CPM) will be responsible for providing administrative and program guidance, and monitoring CONTRACTOR activities.
- 7.2 The CPM or designee will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract. CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 7.3 CPM will provide directions to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 7.4 CPM is not authorized to make any changes to the terms and conditions of this Contract and not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.

8. COUNTY'S RESPONSIBILITIES

- 8.1 County will appoint a County Program Manager (CPM) will be responsible for providing administrative and technical program guidance, and monitoring CONTRACTOR activities. CPM or designee will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 8.2 The county will have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Contract, Statement of Work, and all applicable rules and regulations related to ILP- THP Transition Housing Program.
- 8.3 County will have the right to monitor and audit programmatic reports and request corrective action plans, which will be a matter of public record to the extent required by the California Public Records Act.
- 8.4 County will provide CONTRACTOR with a **Contract Discrepancy Report (CDR), Exhibit A-36**, for every instance in which tasks defined in the SOW are not met.
- 8.5 DCFS and Probation will refer to former foster and probation youth, ages 18 through 20, who are ILP eligible.

- 8.6 ILP-THP housing services will not be rendered to a former foster or probation youth prior to receiving the ILP **Verification of Emancipation Status form (Exhibit A-5)** from DCFS or Probation.

9. CONTRACTOR'S RESPONSIBILITIES

- 9.1 CONTRACTOR will appoint a CPD who will be responsible for administering and overseeing all of the services provided under this Contract.
- 9.2 CPD will work with the CPM to help resolve any potential areas of difficulty before a problem occurs.
- 9.3 CONTRACTOR will ensure that a contact number for use after normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.), on weekends and County holidays. CONTRACTOR will ensure that they will respond back to them within three hours of being contacted.
- 9.4 CPD will respond to all subsequent calls within 48 hours.
- 9.5 CPD or other managers in the employ of the CONTRACTOR will supervise all of CONTRACTOR's personnel assigned to work under this Contract.
- 9.6 CONTRACTOR will notify County in writing within five business days of any changes in CONTRACTOR's authorized personnel that affect the operation of this contract and will submit an updated CONTRACTOR's Administration form if needed.
- 9.7 CONTRACTOR will ensure that their staff do not perform any services while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employees' physical or mental performance.
- 9.8 CONTRACTOR shall comply with their Provider Plan in accordance with the **Provider Plan Guidelines (Exhibit A-1)**. CONTRACTOR shall utilize the following documents in preparing and implementing the Provider Plan:
- **Provider Plan Template (Exhibit A-2),**
 - **Implementation Framework (Exhibit A-3), and**
 - **Framework Instructions (Exhibit A-4).**
- 9.9 The CPM may, at his or her sole discretion, direct the ILP TAY participants and their children.
- 9.10 CONTRACTOR agrees that any work performed outside the scope of this SOW will be deemed a gratuitous act on the part of the CONTRACTOR and, therefore, CONTRACTOR will have no claim against County.

- 9.11 CONTRACTOR will ensure that sufficient personnel, competent to perform all work in accordance with the requirements of the Subcontract and the SOW.
- 9.12 CONTRACTOR's CPD or designee must attend all meetings scheduled by the County.
- 9.13 CONTRACTOR must be available for technical reviews as requested by the CPM. Technical reviews will be conducted annually or as determined by the CPM. It includes a review of the following: Program and Performance Outcomes, Compliance, Finance, Insurance, Personnel, and Participant Case Records.
- 9.14 CONTRACTOR will ensure that staff receive, prior to or within 90days of employment, a minimum of one-hour training in each of the following areas:

- 9.14.1 Child abuse identification and reporting, Characteristics of persons 16-21 years of age placed in long term foster care, AB 12/Extended Foster Care,

- 9.14.4 Shared Core Practice Model,

- 9.14.5 Trauma-Informed Care,

- 9.14.6 Commercial Sexual Exploitation of Children (CSEC),

- 9.14.7 LGBTQ+ (Lesbian, Gay, Bi-Sexual,

- Transgender, Questioning, Plus) Medical Marijuana

Documentation of completed training must be maintained in each staff member's personnel file. Acceptable forms of documentation include a certificate of completion, a sign-in sheet, or other verifiable proof of participation.

- 9.15 CONTRACTOR will not schedule or conduct any meetings or negotiations under this contract on behalf of the County or DCFS.
- 9.16 Additional training topics may include cultural diversity, gender identity gender expression, sexual orientation, adolescent/young adult development, identification and prevention of sexual exploitation including support services for victims, identification and prevention of substance abuse including support services for the ILP THP Participants with substance abuse issues, crisis intervention, and current issues the County determines and communicates to the CONTRACTORS.
- 9.17 Transition Plan: CONTRACTOR shall develop and submit a plan to transition all current ILP-THP clients to new ILP-THP CONTRACTORS to CPM by 60 calendar days prior to final contract end date. Transition Plan should include details of

assistance and housing referrals provided to ILP-THP clients, type of housing available, and time frame.

10. STAFFING REQUIREMENTS

- 10.1 CONTRACTOR will maintain, at a minimum, the following staff requirements at all times, for this contract:

CONTRACTOR's Staffing

- 10.1.1 One Program Director who meets the qualifications set forth in Subsection below, and sufficient administrative, program and fiscal staffing as indicated in Line-Item Budget.
- 10.1.2 A Bachelor's Degree in Social Work/Social Welfare, Marriage, Family and Child Counseling, Child Psychology/Child Development, Counseling or Social Psychology, Clinical/Educational Psychology, Education with Counseling emphasis, or Equivalent Master's Degree in Human Services or Behavior Science Degree from an accredited college or university AND a minimum of two years full- time management experience in a social services agency, OR equivalent to ten years' experience in social services.
- 10.1.3 One Case Manager who meets the qualifications set forth in Subsection for every 15 TAY participants.
- 10.1.4 A Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of two years full-time experience in a public or private social services setting working with Transition Age Youth OR a Master's level intern with two years of social work experience.
- 10.1.5 The CONTRACTOR's volunteers are subject to the same requirements under this contract as paid staff.

11. REFERRALS AND ADMISSION

- 11.1 CONTRACTOR does not guarantee a minimum number of referrals or placements. The County's referrals and placements are based on the need of the County, and its funding availability.
- 11.2 CONTRACTOR will accept referrals from the County, other housing providers, Community Stakeholders, and self-referrals from former Foster/Probation youth.
- 11.3 CONTRACTOR shall be responsible for maintaining full utilization of available beds through proactive

referral and outreach activities. This includes initiating and following up on referrals, engaging with community partners and referral sources, and implementing outreach strategies to identify and admit eligible clients in a timely manner.

- 11.4 CONTRACTOR will contact the CPM or County designee to ensure that a youth is eligible prior to admitting him/her into the program.
- 11.5 CONTRACTOR will not admit any potential ILP THP Participant into the Program without receipt of the completed **ILP Verification of Emancipation Status (Exhibit A-5)** verifying the potential ILP THP Participant's eligibility by CPM or County designee.
- 11.6 CONTRACTOR will accept every referred ILP THP Participant who meets the criteria of the CONTRACTOR's program and target population, unless CONTRACTOR has determined that the eligible ILP THP Participant is not acceptable for admission based on the individual needs of the referred participant and the current composition of the other ILP THP Participants.
- 11.7 CONTRACTOR will request information from the referred ILP THP Participant regarding the Participant's known or suspected dangerous behavior.
- 11.8 CONTRACTOR will respect the ILP THP Participant's right to confidentiality. This right applies to the dissemination, retrieval and acquisition of identifiable information.
- 11.9 CONTRACTOR will ensure that they do not discriminate on the basis of race, gender, sexual orientation, or disability and that (WIC Section 16520.1 [a] [1]) youth who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications will be eligible for consideration in the program and will not be automatically excluded due to these factors.
- 11.10 CONTRACTOR will ensure that they allow the ILP TAY the greatest amount of freedom to prepare them for self-sufficiency.
- 11.11 CONTRACTOR will ensure that they adhere to the right of ILP TAY to be free from arbitrary or capricious rules; the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result); the right to a grievance procedure.
- 11.12 CONTRACTOR will ensure that they respect the ILP TAY's right to confidentiality. This right applies to the dissemination, retrieval and acquisition of identifiable

information. CONTRACTOR will not release information about an ILP TAY receipt of services without a written release of information from the ILP TAY.

11.13 CONTRACTOR must protect the right to privacy of the TAY client.

11.13.1 Information will be requested from the ILP TAY only when the information is specifically necessary for the provision of services.

11.13.2 ILP TAY must not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.

11.13.3 CONTRACTOR will ensure that they request information regarding any known or suspected dangerous behavior of the referred ILP TAY.

12. SERVICE DELIVERY SITES

12.1 CONTRACTOR's headquarters' office and service delivery sites of ILP TAY units and ILP-THP services must be located within the eight Services Planning Areas (SPAs) throughout Los Angeles County.

12.2 CONTRACTOR must ensure that the service delivery sites are easily accessible to the ILP-THP participant. ILP- THP living unit(s) must be in close proximity (within three miles) to all the following:

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

12.3 CONTRACTOR will ensure that the contracted services provided are by Service Planning Area (SPA).

12.4 County reserves the right to approve or disapprove any service delivery sites.

12.5 CONTRACTOR will ensure that the service delivery sites are easily accessible to public transportation for the targeted ILP TAY.

12.6 CONTRACTOR will ensure that the service delivery sites intended to serve disabled TAY is user friendly and compliant with the Americans with Disabilities Act (ADA).

12.7 CONTRACTOR will ensure that their housing sites are maintained in good condition regarding paint, plumbing, electricity, and other basic up-keep to the property.

- 12.8 CONTRACTOR's headquarters' office and the housing sites must be listed on **Service Delivery Sites Form (Exhibit A-30)**. If there are any changes to the headquarters' offices or the housing sites, then the CONTRACTOR must submit to CPM an updated Service Delivery Sites form that incorporates these changes.

13. HOUSING MODEL OPTIONS

- 13.1 CONTRACTOR will ensure that their program participants sign a housing contract that clearly states the transitional housing program's rules, including, but not limited to, ILP guidelines, program violation warnings, charges for repairing damages to units caused by youth (if applicable), termination procedures, and grievance procedures.
- 13.2 CONTRACTOR will ensure that they are informed of the requirement to follow California law for transitional housing, including, but not limited to, Health and Safety Code § 50580 et seq. and California Civil Code § 1940.
- 13.3 CONTRACTOR will provide housing options through at least one of the following models:
- Single Apartments with private kitchens
 - Single Room Occupancy (SRO) with a shared kitchen
- 13.4 The following are unacceptable housing options:
- Publicly supervised shelters
 - Privately operated shelters
 - Other living situations including those with friends, family members and others that provide temporary accommodations
 - Public or private places not ordinarily used as a sleeping area

14. SCOPE OF WORK

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

14.2 Property Management

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

14.2.2 Living Unit Requirements:

14.2.2.1 General Living Unit Requirements

- 14.2.2.2 CONTRACTOR must ensure that each living unit is complying and is certified by the CPM before placement of an ILP- THP Participant.
- 14.2.2.3 CONTRACTOR must ensure that each living unit is adequately furnished.
- 14.2.2.4 CONTRACTOR must secure and maintain fire clearances for each living unit if required by the local Fire Department.
- 14.2.2.5 CONTRACTOR must secure and maintain fire clearances for each living unit if required by the local Fire Department.
- 14.2.2.6 CONTRACTOR must ensure that each ILP-THP Participant has their own bedroom and that no more than two ILP-THP Participants share one bathroom. ILP-THP Participants may only share bedrooms with their children (maximum of two children). Requests to have ILP-THP Participants share a bedroom must be submitted in writing to the CPM for approval; no more than two ILP-THP Participants may share a bedroom.
- 14.2.2.7 CONTRACTOR must not place more than four ILP-THP Participants in a single apartment, or single- family residence. Requests to place more than four ILP-THP Participants must be submitted in writing to the CPM for approval and must not exceed six ILP-THP Participants in an individual living unit.
Requests to place more than four ILP-THP Participants must be submitted in writing to the CPM for approval and must not exceed six ILP-THP Participants in an individual living unit.
- 14.2.2.8 CONTRACTOR must not place more than four ILP THP Participants in a single apartment, or single- family residence.

14.2.2.9 CONTRACTOR must not place non-ILP- THP Participants in units with ILP-THP Participants. Any exception to this must be approved by the CPM.

14.2.2.10 To ensure the support and independence of disabled ILP-THP Participants, the housing must comply with handicap accessibility regulations. If not, the CONTRACTOR must make the necessary modifications, including but not limited to adjustments to the building and surroundings, prior to admission of the ILP-THP Participant.

14.2.3 Specific Living Requirements:

14.3.2.1 CONTRACTOR must complete a **Unit Verification Form (Exhibit A-31)** to confirm the requirements for ILP- THP Participants.

15. CASE MANAGEMENT

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

15.1 Supplies and Services

15.1.1 Personal and Household Items

15.1.1.1 CONTRACTOR shall complete the **Personal/Household Item Inventory (Exhibit A-32)** to assess each ILP THP Participant's needs at the time of move-in.

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

15.1.1.3 Contractors must maintain all furnishings and household items in each unit to ensure habitability and compliance with program standards. Contractors are also responsible for ensuring staff availability to coordinate with the

CPM for completion of the annual Housing Site Inspection. The **Housing Inspection Form (A-17)** shall be utilized by CONTRATCOR and CPM when conducting all site inspections to ensure consistency and compliance with program standards.

- 15.1.1.4 If the ILP THP Participant(s) are residing in a single-family residence and are sharing household items, CONTRACTOR shall re- assess each ILP THP Participant at the time of exit from the program and provide any of the items listed on the **Personal/ Household Item Inventory (Exhibit A-32)**.

15.2 **Employment and School Items**

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

15.3 **Monthly Stipend**

- 15.3.1 CONTRACTOR shall provide ILP-THP Participant(s) a monthly stipend to purchase foods, beverages, personal hygiene, and household cleaning items. The monthly stipend shall be a minimum of \$150.00 for individual ILP-THP Participants and \$200.00 for parenting ILP-THP Participants. The stipend may be provided in the form of a gift card or gift certificate.
- 15.3.2 CONTRACTOR shall inform the participant(s) in writing at admission that the monthly stipend cannot be used to purchase tobacco products, alcoholic beverages, phone cards, gift cards, lottery tickets, and other non-consumable item(s) that have not been approved as household items, and/or exchanged for cash.
- 15.3.3 CONTRACTOR shall inform participants at admission of the decrease in the stipend if they purchase unauthorized items or fail to provide receipts for their purchases.

- 15.3.4 CONTRACTOR shall provide the monthly stipend no later than the 5th of each month.
- 15.3.5 CONTRACTOR shall obtain receipts for the purchases made with the monthly stipend to ensure that no unauthorized items (tobacco products, alcoholic beverages, phone cards, gift cards, other non- consumable items) are purchased.
- 15.3.6 CONTRACTOR shall ensure that each ILP-THP Participant signs the **Participant Savings Log (Exhibit A-25)**.
- 15.3.7 CONTRACTOR shall provide a monthly stipend of at least \$75.00 for individual ILP-THP Participants, and \$100.00 for parenting ILP-THP Participants, during the admission month if the ILP-THP Participant(s) is admitted after the 15th of the month and has not received a stipend that month from another ILP-THP.
- 15.3.8 CONTRACTOR shall begin providing the monthly stipend during the month following the ILP-THP Participant's admission if the ILP-THP Participant receives a monthly stipend from another ILP-THP during the admission month.
- 15.3.9 CONTRACTOR shall provide a monthly stipend for the remaining amount for the admission month if stipend received from another ILP-THP that month was less than \$150.00, or \$200.00 for parenting ILP- THP participants.
- 15.3.10 CONTRACTOR may provide gift cards cards/certificates to ILP-THP Participants that prohibit the purchase of the unauthorized items.
- 15.4 **Decrease in Monthly Stipend:**
- 15.4.1 CONTRACTORS shall decrease the food/necessity stipend by \$23.00 the following month and \$50.00 the second month if the ILP-THP Participant fails to

provide receipts for items purchased or makes unauthorized purchases.

15.4.2 CONTRACTOR shall not decrease the monthly stipend by more than \$50.00 per month for the ILP- THP Participant for the duration of the program.

15.4.3 CONTRACTOR shall continue to provide the decreased stipend until the ILP-THP Participant begins to provide receipts for the purchases and does not make any unauthorized purchases.

15.4.4 CONTRACTOR may provide half of the monthly stipend if the ILP-THP Participant has a planned exit from the program prior to the 16th of the month.

15.5 Participant Monthly Transportation Allowance

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

15.5.2 CONTRACTOR shall provide monthly transportation allowance or gas gift card in an equal amount to a bus pass, if the ILP-THP Participant(s) has an operable automobile.

15.5.3 CONTRACTOR shall verify that ILP-THP Participants with an operable automobile have valid driver's license, car registration, and automobile insurance prior to issuing any transportation allowance or gas gift card.

15.5.4 CONTRACTOR shall provide the ILP-THP Participant(s) with a bus pass or bus tokens if the ILP-THP Participant(s) automobile becomes inoperable at any time during the month.

15.5.5 CONTRACTOR shall provide the bus pass or transportation allowance no later than the 5th of each month. If the youth have a valid bus pass on the 5th of the month, CONTRACTOR may issue the bus pass to the ILP-THP Participant later in the month.

15.5.8 CONTRACTOR shall maintain receipts for the purchase of the bus passes and gas gift cards.

15.5.9 CONTRACTOR shall ensure that each ILP-THP Participant signs the Monthly

Income and Savings Log or another disbursement log to verify disbursement of the bus pass or transportation allowance.

15.6 Case Management Support

15.6.1 CONTRACTOR shall ensure that ILP-THP Participants have on call case management support for 24 hours every day, including holidays.

15.6.2 Case Management Contacts

15.6.2.1 CONTRACTOR shall ensure that case management staff conduct face-to-face visits with each ILP-THP Participant at a minimum every two weeks.

15.6.2.2 CONTRACTOR shall maintain documentation of each visit.

15.6.2.3 CONTRACTOR shall conduct additional visits if needed.

15.6.2.4 CONTRACTOR shall maintain documentation for any missed visits.

15.7 Supportive Transitional Emancipation Program -Transitional Independent Living Plan (STEP-TILP)

15.7.1 CONTRACTOR shall assess each ILP-THP Participant within seven calendar days of admission, and every 12 months thereafter using the **Ansell-Casey Life Skills Assessment (Exhibit A-35)** or any other approved Assessment.

15.7.2 CONTRACTOR shall incorporate the assessment results into the ILP-THP Participant's goals and training in the **STEP-TILP (Exhibit A- 23)**.

15.7.3 CONTRACTOR shall work with each ILP-THP Participant on developing a STEP-TILP within seven calendar days of the ILP-THP Participant's admission.

15.7.4 CONTRACTOR shall collaborate with COUNTY designee, social workers/probation officers, Transition coordinators, One-Stop Career Centers, and other agencies and programs to

provide support and services to enable the ILP-THP Participants to complete the goals outlined in the STEP-TILP.

- 15.7.5 The STEP-TILP must be mutually agreed upon by the ILP-THP Participant and the COUNTY designee.
- 15.7.6 CONTRACTOR shall ensure that the ILP-THP Participants actively pursue the goals of their STEP-TILP as a condition of participation.
- 15.7.7 CONTRACTOR shall inform the CPM when changes need to be made on the STEP-TILP that affects address, living circumstances, education, career, and training programs.
- 15.7.8 CONTRACTOR shall ensure that the ILP-THP Participants are given a choice regarding what services to access and the location of services (whether on-site or off-site), if the goals of the STEP-TILP are being met.
- 15.7.9 CONTRACTOR shall work with the ILP-THP Participant and COUNTY designee to review and update the STEP-TILP at least annually, or more often as needed to reflect necessary changes.
- 15.7.10 CONTRACTOR shall provide educational advocacy and support with the goal of each ILP-THP Participant obtaining a high school diploma, GED, or high school proficiency prior to graduation from the program.
- 15.7.11 CONTRACTOR shall encourage ILP-THP Participants to seek college or other post-high school training to better prepare for the future.
- 15.7.12 CONTRACTOR shall assist ILP-THP Participants in applying for college or trade school admission, and for scholarships and grants for which they may be eligible.
- 15.7.13 CONTRACTOR shall inform the CPM if the ILP-THP Participant fails to pursue the goals of the STEP-TILP and shall discuss with the CPM the ILP-THP Participant's continued participation in the Program.

15.8 ILP-THP Participant Employment and Education:

15.8.1 CONTRACTOR shall ensure that all ILP-THP Participants are employed or attending school/training. All Participants shall be employed full-time, attending school/training full-time, or attending school part-time and employed part-time.

For an ILP-THP Participant to receive services beyond 36 months or past his/her 21st birthday, the Participant must either be completing secondary education, or an equivalent program, or be enrolled in an institution that provides postsecondary education. Postsecondary education includes vocational education; however, the vocational institution must be accredited.

15.8.2 CONTRACTOR shall notify the CPM via email within 30 calendar days of a youth's 21st birthday or 36 months of receiving ILP-THP services when the CONTRACTOR anticipates the youth will remain in ILP-THP.

15.8.3 CONTRACTOR shall evaluate the ILP-THP Participant's progress by obtaining employment within 90 calendar days of completion of the Employment Plan.

15.8.4 CONTRACTOR shall notify the CPM of any ILP-THP Participant who fails to actively seek employment and shall discuss with the CPM the ILP-THP Participant's continued participation in the program.

15.8.5 CONTRACTOR shall continue to re-evaluate the ILP-THP Participant's progress every 90 calendar days thereafter and update the CPM.

15.8.6 CONTRACTOR may request a temporary waiver of the employment requirement for ILP-THP Participants who are attending school/training part-time if employment will interfere with the ILP-THP Participant's involvement in school/vocational training activities. The length of the waiver shall be determined by the CPM.

15.8.7 CONTRACTOR shall provide employment support that includes, but is not limited to providing employment referrals, assistance with developing resumes and submission of employment applications,

and registering with the Workforce Development Centers.

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

15.8.9 For the ILP-THP Participant who does not have high school diploma or GED at the time of admission, CONTRACTOR shall assist the participant to obtain a high school diploma or GED by the time of exit from the program. If the ILP- THP Participant does not seek education toward obtaining a high school diploma or GED, CONTRACTOR shall complete the Education Plan.

15.8.10 CONTRACTOR shall evaluate the ILP-THP Participant's progress with completing high school diploma or GED within 90 calendar days of completion of the Education Plan.

15.8.11 CONTRACTOR shall continue to re-evaluate the ILP-THP Participant's progress every 90 calendar days thereafter and update the CPM.

15.9 ILP-THP Participant Savings

15.9.1 CONTRACTOR shall ensure that ILP-THP Participants' savings are deposited in interest-bearing bank or credit union insured by the Federal Deposit Insurance Corporation (FDIC).

15.10 Emancipation Savings Fund

15.10.1 CONTRACTOR shall maintain an Emancipation Savings Fund into which a minimum of \$50.00 is deposited, from CONTRACTOR monthly placement rate, for each ILP-THP Participant, who is pursuing or participating in their educational or employment goals, meeting with their case manager as scheduled, and attending individual or group life skills sessions.

15.10.2 CONTRACTOR shall deposit the funds 30 calendar days after the ILP-THP Participant's admission and continue to deposit every month until the ILP-THP

Participant exits.

- 15.10.3 CONTRACTOR shall provide the full \$50 of Emancipation Savings Fund for the exit month for any ILP-THP Participant who departs from the program prior to the last day of the month.
- 15.10.4 If a Participant is given a 30-day discharge notice and refuses to leave on the discharge date then, starting in the month following the discharge date, the CONTRACTOR shall stop depositing \$50 of Emancipation Savings Fund per month for the Participant.
- 15.10.5 CONTRATOR may deduct \$50 of Emancipation Savings Fund each month, with prior County approval, until the Participant leaves or when the Participant's Emancipation Savings Fund is exhausted.

15.11 Rental Savings Fund

- 15.11.1 CONTRACTOR shall require ILP-THP Participants to save at least 30 percent but not more than 50 percent of their net monthly income as their rental contribution and complete the **Savings Agreement (Exhibit- A-24.)**.
- 15.11.2 CONTRACTOR shall document on the **Participant Savings Log (Exhibit A-25)** if the participant fails to contribute to his/her savings and the reason (s) for the non-contribution.
- 15.11.3 CONTRACTOR shall have one savings account for all ILP-THP Participants but must ensure that the interest is calculated accordingly for each ILP-THP Participant.
- 15.11.4 CONTRACTOR may deposit each Participant's Rental Savings and Emancipation Savings into one account.
- 15.11.5 CONTRACTOR shall identify Rental Savings and Emancipation Savings of each Participant separately on the **Participant Savings Log (Exhibit A-25)** monthly.
- 15.11.6 CONTRACTOR shall provide a monthly ledger to each ILP-THP Participant that reflects the total savings and interest.

ILP-THP Participants must sign their individual ledger to acknowledge accuracy.

- 15.11.7 CONTRACTOR shall submit monthly to the CPM a copy of the signed **Participant Savings Log (Exhibit A-25)**.
- 15.11.8 CONTRACTOR shall ensure that the principal and interest are distributed to the ILP-THP Participant when he/she leaves the program.
- 15.11.9 CONTRACTOR shall distribute the Participant Savings which include Emancipation Savings Fund and Rental Savings Fund to the ILP-THP Participant at the time of planned discharge from the program.
- 15.11.10 CONTRACTOR shall distribute the Participant Savings to the ILP-THP Participant within five business days, if the ILP-THP Participant has an emergent or unplanned discharge from the program.
- 15.11.11 CONTRACTOR shall document all funds retained and issued to the ILP-THP Participant on the **Participant Savings Log (Exhibit A-25)**.
- 15.11.12 CONTRACTOR shall ensure that the Participant Savings remain in an open savings account, if a ILP-THP Participant exits the program without collecting their Savings.
- 15.11.13 CONTRACTOR shall document on the monthly ledger the reason(s) why Participant Savings were not provided to a participant at exit.
- 15.11.14 CONTRACTOR shall also submit to the CPM, together with the **Participant Savings Log (Exhibit A-25)**, supporting documentation on why Participant Savings was not provided to a participant at the time of exit from the program.
- 15.11.15 CONTRACTOR shall attempt to locate the ILP-THP Participant for one year, if a ILP-THP Participant exits the program without collecting their Participant Savings.
- 15.11.16 CONTRACTOR shall contact the ILP-THP Participant's discharge address,

relatives/caring adults, previous employer, or search through the internet, etc. to locate the ILP- THP Participant. If the CONTRACTOR has not located the ILP- THP Participant after one year, the funds shall be returned to the DCFS Transitional Housing Program Donation Account at the following address:

DCFS Transitional Housing
Program 1933 S. Broadway
Avenue 7th Floor A Los
Angeles, CA 90020

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

15.12 ILP-THP Participant Training

- 15.12.1 CONTRACTOR shall provide CPM for review and approval within 30 calendar days of contract start date the list of training topics offered to ILP- THP Participants for the 12-month period along with trainer's names, titles, and credentials.
- 15.12.2 CONTRACTOR shall ensure that training shall be conducted by paraprofessionals, case management staff and/or knowledgeable members in the community appropriate for the subject matter, such as, but not limited to, local legal aid organizations, Housing Authority, or financial institution staff.
- 15.12.4 CONTRACTOR shall provide ongoing activities/ training to ILP-THP Participants in the following areas:
- Transportation Training
 - Maintenance of Personal Items
 - Living Unit Upkeep and Maintenance
 - Nutrition and Food Management, Storage, and Preparation
 - Money Management Skills Training: CONTRACTOR shall train ILP-THP Participants on how to budget for living expenses such as rent, utility bills, household maintenance expenses, etc.
 - Checking and Savings Accounts: Training topics shall include the nature and types

of checking and savings accounts, the benefits of each, and fees for services.

- 15.12.5 CONTRACTOR shall assist the ILP-THP Participant to establish and manage an FDIC bank account of the ILP-THP Participant's choice.
- 15.12.6 Legal Rights and Community Resources
- 15.12.7 Medical and Dental Care Training
- 15.12.8 Socialization Skills and Self- Esteem
- 15.12.9 Conflict Resolution
- 15.12.10 Goal Setting Training: Training shall be provided on goal setting and achievement that is appropriate to the developmental level of the ILP-THP Participant including the areas of education, career/vocation, and personal and social life.
- 15.12.11 Employment: CONTRACTOR shall provide ILP-THP Participants with the skills and experiences that enable them to search, obtain, and retain employment.
- 15.12.12 Hands-on employment training shall include, but no limited to, the following:
- 15.12.13 Completing a master application; (2) writing and updating a resume; (3) writing a cover letter; (4) participating in mock interviews; (5) researching a career or vocation that interests the ILP-THP Participant; and (6) visiting the local One-Stop.
- 15.12.14 Housing: Training shall include, but is not limited to, the following: (1) completing a rental application; (2) establishing and maintaining good credit; (3) contacting the Los Angeles Housing Authority; (4) being a good tenant; (5) tenant's rights; (6) homeless assistance and programs; (7) locating and living with a roommate.
- 15.13 CONTRACTOR shall provide each ILP-THP Participant with a 5- inch, 3-ring binder with tabbed dividers to save training information.
- 15.14 CONTRACTOR shall provide additional monthly training/support for ILP-THP Participants that are deficient in any areas identified by the ILP-THP Participant or CONTRACTOR that are necessary for him/her to achieve the goals in the STEP-TILP.

- 15.15 CONTRACTOR shall maintain training records that include but are not limited to the following: 1) name, title and credential of trainer.
2) topic of training; 3) date of training; 4) verification of attendance.
- 15.16 CONTRACTOR shall provide not less than two 60-minute or one two-hour (individual or group) training sessions per month. Training sessions shall be rotated so that all subjects are covered in any 12-month period. Training curricula/lesson plans must be in writing, must be standardized for all ILP-THP Participants, and must be available for audit and inspection by the COUNTY upon request.
- 15.17 CONTRACTOR shall provide each ILP-THP Participant with written materials for each training session, and, whenever possible, include "hands-on" experience.
- 15.18 CONTRACTOR shall provide or refer all pregnant and/or parenting youth for Cardiopulmonary Resuscitation (CPR) and First-Aid Training.

16. RESOURCES AND REFERRAL SERVICES FOR PARTICIPANTS

16.1 Child Care

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

16.2 Medical and Dental Services

- 16.2.1 CONTRACTOR shall assist ILP-THP Participants needing medical or dental services with receiving these services provided by a medical or dental professional who accepts Medi-Cal, or an appropriately licensed clinic.

16.3 Mental Health and/or Substance Abuse Referral Services

- 16.3.1 CONTRACTOR shall assist ILP-THP Participants with receiving mental health and/or substance abuse services, which include, but are not limited to, the following:
- 16.3.2 Assessment for the purpose of identifying the level of the ILP-THP Participant's mental health and/or substance abuse needs, and the appropriate level of treatment. The ILP-THP Case Manager

will refer ILP-THP Participants for an assessment when needed.

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

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

16.4 Permanent Housing Locator Assistance

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

16.5 Mentoring

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

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

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

16.6 Caring Adult

- 16.6.1 CONTRACTOR shall assist ILP-THP Participants in developing a consistent relationship with a Caring Adult. The Caring Adult shall be an individual other than CONTRACTOR'S staff who will maintain the relationship after the ILP-THP Participant exits from the program.
- 16.7 CONTRACTOR must provide TAY with the following housing and supporting services.
- 16.7.1 **24-hour Crisis Intervention:** CONTRACTOR must make 24-hour crisis intervention and support available to ILP TAY.
- 16.7.2 **Intake Services:** The goal of intake services is to determine whether a TAY is eligible to receive housing and services in a transitional housing program. This includes the verification of ILP eligibility and documentation of homeless status.
- 16.7.3 **Comprehensive Assessment:** The goal of a comprehensive assessment is to determine the TAY barriers to stable housing which includes but is not limited to the assessment of the following: medical, physical, mental, psychosocial, and emotional health; history of alcohol or substance abuse, domestic violence, education, employment history, legal and financial needs. Standard ILP comprehensive assessment tool approved by LA County Department of Children & Family Services and LA County Department of Probation will be utilized. This assessment will include a detailed statement of all the barriers faced by the youth in each of the areas listed above and will include recommendations regarding the services that should be planned in the ISP to address and overcome these barriers.
- 16.7.4 **Individualized Service Plan:** On the basis of the completed assessment, the case manager, together with the TAY, will develop an Individualized Service Plan (ISP) that identifies the barriers to the youth's independent living and prioritizes the order in which they should be addressed through short and long-term goals, the desired outcomes, and the strategies and

resources to be used in attaining the outcomes. Specifically, the ISP will identify the goal(s) to be achieved to overcome each barrier, and the action steps to be taken including the individual who is responsible for completing the action step, and the target dates for the goals to be achieved. The ISP should specifically stipulate to the services that will be provided, i.e., type and frequency and the assigned staff that will work with the program participant to assist with achieving those goals to be addressed.

- 16.7.5 Case Management:** The goal of Case Management is to assist TAY in addressing issues by providing quality services in preparation for Self Sufficiency. Case Management services will include TAY-centered activities that will maximize the TAY's physical, social and economic well-being to assist him/her in living independently. Case Management staff should possess relevant education, skills or experience to assist TAY's in assessing their needs and achieving their goals.

The Case Management staff will at a minimum have case plan update or counseling sessions with the TAY at least one session per week for the first 60 days the youth is in the program to focus on the short- term goals on the ISP.

- 16.7.6 TAY and their Case Manager will address each issue identified in the ISP, ensuring that at the time of their exit from the transitional housing program, TAY are stable enough to move to the next level of their life.
- 16.7.7 Case Managers together with the TAY must develop an Exit and Aftercare plan for TAY with a planned exit. As the youth achieves his/her initial goals and progresses in the program, the sessions may be decreased to at least bi- weekly to follow-up on the more long-term goals on the ISP. For ILP participants the frequency of case management sessions provided must be appropriate to the current needs of the youth. All ILP youth must have at least monthly case plan updates counseling sessions during their participation in the program.

- 16.8 **Independent Living Skills:** The goal of independent living skills training is to assist TAY to become self-sufficient and independent. Required independent living skills training courses to be provided under this contract include: budget planning, legal rights and community resources, money management (including basic tax information), meal planning and preparation, basic living skills (i.e., personal grooming/hygiene, doing laundry, etc.), maintenance of TAY's living unit, accessing resources, mental health or substance abuse services, developing supportive relationships, medical and dental care, socialization skills and self-esteem and other skills required to lead an independent lifestyle. Independent Living Skills training must be provided in either a group setting or on a one-on-one basis with each individual.
- 16.9 CONTRACTOR will develop a curriculum for the Independent Living Skills training class that all program participants will attend.
- 16.10 CONTRACTOR must document the participation of each youth in required courses using sign-in sheets, and case notes in participant files.
- 16.11 CONTRACTOR must demonstrate the increased living skills achieved by each participant through the documentation of pre and posttests to be completed by each youth for all required courses.
- 16.12 Job readiness and increased skills: The goal of these services is to improve TAY's financial situation to increase his/her ability to live independently. Services will include resume preparation, job search skills, interview skills, dress for success and internet application filing.
- 16.13 Establishment and management of a savings account: Since financial stability is one of the key elements of living independently, services in transitional housing must focus on preparing and training TAY in obtaining and managing financial resources.
- Therefore, TAY must establish a savings account that is designed to maximize savings which includes rent as mentioned in Section 14.0. Money management classes must also be provided to TAY.
- 16.14 **Housing Placement:** The goal of these services is to assist TAY with all the tasks involved in locating housing as they transition out of the ILP TAY housing program, obtaining, moving into, and maintaining sanitary, safe, and stable housing. A comprehensive approach as a part of the overall life skills training with the emphasis of the discharge planning phase to provide these services which includes preparing and training TAY in searching for, securing, and maintaining their

own housing and developing relationships with landlords and property managers. TAY must also be trained in dealing with landlord-tenant issues.

16.15 CONTRACTOR will ensure that they provide 24-hour staffing, either on- site or on-call.

17. DISCHARGE OF ILP-THP PARTICIPANTS

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

- 17.1 Unless a ILP-THP Participant is a danger to himself or others, the CONTRACTOR shall attempt to stabilize situations that might lead to the ILP-THP Participant's discharge.
- 17.2 If it appears that the situation cannot be resolved without the discharge of the ILP-THP Participant, the COUNTY and CONTRACTOR shall agree upon the plan of action.
- 17.3 CONTRACTOR shall submit this plan in writing to the CPM within five business days.
- 17.4 CONTRACTOR shall include in the documentation the time, date, parties involved and a detailed summary of the ILP-THP Participant's non-compliance.
- 17.5 CONTRACTOR shall develop a 30-day exit plan for ILP-THP Participants to ensure that the ILP-THP Participant has alternate housing, preferably Permanent Housing, prior to discharge.
- 17.6 CONTRACTOR shall ensure that the ILP-THP Participants are advised and given the opportunity to participate in the development of removal or discharge procedures based on his or her needs.
- 17.7 CONTRACTOR shall provide ILP-THP Participants with a copy of the discharge procedures and exit plan.
- 17.8 CONTRACTOR shall ensure that ILP-THP Participants sign the discharge procedures and exit plan they receive.
- 17.9 CONTRACTOR shall ensure that the ILP-THP Participant's clothing and personal belongings accompany him/her when the ILP-THP Participant is discharged.
- 17.10 If the ILP-THP Participant is a danger to self or others, and requires an immediate discharge, the

CONTRACTOR shall notify the CPM immediately by telephone or by 9:00 A.M. the next business day if discharge occurs at night or on the weekend, and in writing within two business days.

- 17.11 CONTRACTOR must include a detailed summary of the ILP-THP Participant's immediate discharge in the written report to CPM.

**18. GRIEVANCE AND APPEAL PROCESSES
(EXHIBITS A-10 THROUGH A-15)**

- 18.1 CONTRACTOR shall ensure that the ILP-THP Participants have the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result), and the right to a grievance procedure.
- 18.2 CONTRACTOR shall develop grievance and appeal processes to be included in their provider plan and ensure that each ILP-THP Participant is informed of the processes during the Program Orientation.
- 18.3 CONTRACTOR shall ensure that each ILP-THP Participant is informed of the DCFS **grievance and appeal processes (Exhibits A-10 and A-13)** and is provided forms to acknowledge receipt of the **processes and procedures (Exhibits A-12 and A-14)**, and the location to send the grievance or appeal forms.
- 18.4 CONTRACTOR shall ensure that ILP-THP Participants who have received a notice of program violation and infraction, or discharge are given the right to grieve or appeal such decision.
- 18.5 CONTRACTOR shall attempt to resolve all ILP-THP Participant grievances and appeals.
- 18.6 CONTRACTOR shall inform ILP-THP Participants that If the grievance or appeal is not resolved utilizing the CONTRACTOR'S processes, the ILP- THP Participant has five business days to file a DCFS **Notice of Grievance Request (Exhibit A-11)**, or a **Notice of Appeal Request (Exhibit A-14)**, and supporting documentation, to the following:

DCFS Supportive Housing
Division 1933 S.
Broadway, Suite 100 A
Los Angeles, CA 90020
Telephone: (213) 763-
4513
Email: THP-PlusCLOSEDCASES@dcfs.lacounty.gov

19. AFTERCARE AND TRACKING

- 19.1 CONTRACTOR shall use the **Follow-Up Survey (Exhibit A-29)** to track the progress of all ILP-THP Participants who completed the program or exited to permanent housing six months after the ILP-THP Participants leave the Program.
- 19.2 CONTRACTOR shall conduct at least quarterly support groups and provide referrals to community resources for all youth with whom the agency is able to maintain contact after the youth's exit from the program.
- 19.3 CONTRACTOR shall maintain documentation, including the dates and times the support groups are conducted.

20. SUCCESS STORIES

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

21. REPORTS

- 21.1 CONTRACTOR will ensure that they maintain program records for a period of five years after the termination of the Contract. CONTRACTOR is required to provide County with the specific administrative reports and records as described in the subsections below:

21.1.1 - Weekly Occupancy Report:
CONTRACTOR will submit the Weekly Occupancy Report for ILP TAY to CPM and designated DCFS staff every Friday by 5 p.m. The Weekly Occupancy Report will include Housing Location City, SPA(s), Total Beds, Current Beds Filled, Male Vacancies, Female Vacancies, and Occupancy Percentage.

21.1.2 Monthly Participant Occupancy Report: CONTRACTOR will provide CPM with a Monthly Participant Occupancy Report that lists all ILP TAY participants and their length of stay. CONTRACTOR will mail or e-mail a copy to the CPM by the 10th day of the following month. If the 5th day falls on a weekend, then the report will be mailed or e-mailed by the following Monday.

- 21.1.3** **Quarterly Report (Exhibit A-27a):**
CONTRACTOR will provide a Quarterly Report on the progress of the goals for each TAY. CONTRACTOR will submit to the CPM the Quarterly Report within 45 days of the quarter.
- 21.1.4** **Quarterly Report (Exhibit A-27a):**
CONTRACTOR will provide a Quarterly Report on the progress of the goals for each TAY. CONTRACTOR will submit to the CPM the Quarterly Report within 45 days of the quarter.
- 21.1.5** **Serious Incident Reports (Exhibit A-26):** CONTRACTOR will ensure that they submit copies of Serious Incident Reports to the CPD within 24 hours following an incident. CPD will submit a copy of serious incident report to the CPM within 24 hours of receipt.
- 21.1.6** **Discharge/Closing Report:**
CONTRACTOR will ensure that they prepare and maintain a discharge/closing report for each ILP TAY who leaves the program. The report will include but not be limited to: (1) a closing summary of information documented in the record folder; (2) the ILP TAY progress while participating in the ILP-THP Program, and (3) the reason for the ILP TAY leaving the program. The Discharge/Closing Report will be filed in the ILP TAY case file. The Discharge Report will be made available upon request.
- 21.1.7** CONTRACTOR will complete an Annual Report ILP TAY in its care during the Contract year and e-mail a copy to the CPM within 15 days after the end of each intended contract year and termination of the contract. The annual report will include, but is not limited to the number of ILP TAY served, number discharged, and number of TAY who completed their high school diploma or GED certificate, number of TAY who participated in post-secondary education or certification program, percentage of TAY employed at admission and discharge, percentage of TAY who obtained permanent housing at discharge, percentage of TAY who report having a consistent relationship with a caring adult.

22. RECORDKEEPING

- 22.1 CONTRACTOR must ensure that the program **Participant Record Folder**: includes, but are not limited to, the following:
- 22.2 Statistics on the total number of ILP TAY days of service provided for the month.
- 22.3 CONTRACTOR will maintain a **Participant Master List (Exhibit A-18)** of all ILP-THP participants and will include each ILP-THP participant name, telephone number, address of living unit, agency providing service and date of admission, and discharge date.
- 22.4 CONTRACTOR must provide the County with a monthly ILP-THP **Participant Occupancy Form (Exhibit A-19)**, and **Participant Savings Log (Exhibit A-25)** by the tenth day of the following month.
- 22.5 CONTRACTOR must maintain an accurate, complete, and up-to- date ILP-THP Participant's Record Folder for each ILP-THP Participant as required by this Statement of Work.
- 22.6 All records must be in sufficient detail to permit the County to conduct an evaluation of the services provided and must be available for review by the County at all times.
- 22.7 The ILP- THP Participant's Record Folder must be confidential and kept in a locked file cabinet.
- 22.7.1 The ILP-THP Participant's Record Folder must include, but is not limited to, the following:
- Transitional Housing Application (Exhibit A-6).
 - Move-In Agreement (Exhibit A-7).
 - ILP Verification of Emancipation Status (Exhibit A- 4).
 - Acknowledgment of Receipt of Grievance Policy/Procedures (Exhibit A-12).
 - Acknowledgment Receipt of Appeal Process and Procedures (Exhibit A-14).
 - Housing Site Inspection Form (Exhibit A-17). completed within one business day of admission and on a quarterly basis.
 - Orientation Checklist (Exhibit A-8) completed within one business day of admission.
 - Entry Assessment (Exhibit A-16).
 - Twelve-Month Assessment (Exhibit A-21).
 - Youth Interview (Exhibit A-22)

- Savings Agreement (Exhibit A-24).
- Serious Incident Reports (Exhibit A-26) completed within one business day following the occurrence.
- Exit Assessment (Exhibit A-28);
- Follow-Up Survey (Exhibit A-29);
- Monthly Income and Savings Log (Exhibit A-25);
- Utility bills and documentation of the utility costs collected from the participant.
- Documentation of estimates and payments collected for housing unit repairs.
- Transitional Housing Program Unit Verification Form (Exhibit A-31)
- CONTRACTOR's policies/procedures/rules
- Receipts for purchased personal and household items.
- Documentation of date when employment and school items were provided to the participant.
- Documentation signed by the participant regarding the discussion of the decrease in monthly stipend.
- Receipts for the purchases made with the monthly stipend.
- Documentation if bus pass or transportation allowance is not provided.
- Documentation of case management face-to-face or missed visits with participant.
- Documentation of employment assistance and referrals.
- Documentation of why participant savings were not provided to a participant at exit.
- Documentation of CPR and First Aid Training for pregnant or parenting youth.
- Training records of participant.
- Documentation of Housing Locator activities.
- Documentation of mentoring activities, refusal of mentoring activities.
- Documentation of participant's failure to comply with the rules and regulations of the program.
- Exit or Discharge Plan of participants.
- Documentation of grievances and appeals.
- Treatment and progress notes, including case history information, psychological and psychiatric treatment, and services provided by professional and paraprofessional staff if applicable.
- School records if applicable.
- Participant's financial records such as earnings and checking or savings accounts.
- Documentation of any special circumstances such as non-routine contact with the participant's school or employer or contact with law enforcement.

22.8 ILP- THP Participant Performance Evaluation

22.9 **Entry Documents:** The CONTRACTOR must complete an **Entry Assessment (Exhibit A-16)** at the time of admission for each ILP-THP Participant.

- 22.9.1 CONTRACTOR must file the completed Entry Assessment in the ILP-THP Participant's Record Folder and submit a copy to the CPM within seven calendar days of admission date.
- 22.9.2 CONTRACTOR must also submit the following documents to CPM within seven calendar days of ILP-THP Participant's admission date:
Transitional Housing Application (Exhibit A-6), Move in Agreement (Exhibit A-7), ILP Verification of Emancipation Status (Exhibit A-5).

22.10 Twelve-Month Assessment (Exhibit A-21): The CONTRACTOR must complete a Twelve-Month Assessment for each ILP-THP Participant after participating in the ILP- THP every 12 months from the admission date. The CONTRACTOR must file the completed Twelve-Month Assessment in the ILP-THP Participant's Record Folder.

22.11 Exit Documents and Discharge Summary: The CONTRACTOR must complete an **Exit (Exhibit A-28)** Assessment and **Discharge Summary (Exhibit A-20)** for each ILP-THP Participant when exiting the ILP- THP

- 22.11.1 The Discharge Summary must include, but is not limited to: (1) closing summary of information documented in the Participant's Record Folder, (2) the ILP-THP Participant's progress while participating in the ILP-THP, (3) the reason for the ILP-THP Participant leaving the program, and (4) summary of discharge plan and supportive services that assisted youth with discharge.
- 22.11.2 CONTRACTOR must ensure that each ILP-THP Participant is provided with a **Participant Satisfaction Survey (Exhibit A-33)** for completion prior to discharge from the Program.
- 22.11.3 The CONTRACTOR must file the completed Exit Assessment, Participant Satisfaction Survey, and Discharge Summary in the ILP- THP Participant's Record Folder and submit to the CPM within seven calendar days after the ILP-THP Participant's exit.
- 22.11.4 CONTRACTOR must also submit to CPM signed **Participant Savings Log (Exhibit A-25)** and copy of check issued to participant within seven calendar days after ILP-THP Participant's exit date.

23. QUALITY ASSURANCE PLAN

- 23.1 CONTRACTOR will establish and maintain a Quality Assurance Plan (**QAP**) to ensure the requirements of the contract are met.
- 23.2 The QAP will be submitted to the CPM within 30 days of the contract execution date, and as changes occur.
- 23.3 The CONTRACTOR will submit a QAP, which will be reviewed by the CPM. If the CPM request changes in the CONTRACTOR's QAP.
- 23.4 The CONTRACTOR will make any requested changes and resubmit the plan for approval within 15 business days.
- 23.5 The QAP and any revisions thereto will include, but not be limited to, the following:
 - 23.5.1 Methods used to ensure that the quality of service performed fully meet the performance requirements set forth in the Statement of Work. CONTRACTOR will include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
 - 23.5.2 Methods for ensuring uninterrupted service to the County in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.
 - 23.5.3 CONTRACTOR will not utilize any employee whose work has been deemed deficient and unacceptable by the CPM, and subject to CONTRACTOR's remedial action policy.
 - 23.5.4 For any non-compliance with the Statement of Work, the CPM may call CONTRACTOR or submit the **CONTRACT DISCREPANCY REPORT (Exhibit A-36)**, or both. The CONTRACTOR will respond to a call within 24 hours and respond to a CDR within five business days of receipt.

24. DATA COLLECTION

- 24.1 CONTRACTOR must have the ability to collect, manage, and submit data as directed by DCFS to demonstrate outcomes inclusive of the new guidelines set forth by DCFS and the State.

- 24.2 CONTRACTOR must work with DCFS to develop and implement tracking systems which include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided, and survey instruments.
- 24.3 CONTRACTOR must perform data entry to support these activities including maintaining accurate data entry of ILP-THP participant information on the Statewide ILP-THP Participant Tracking System.

25. TRANSITION PLAN

- 25.1 CONTRACTOR must develop a plan to transition ILP-THP participants to a new CONTRACTOR after the expiration of the Contract.
- 25.2 The Transition Plan must be submitted to the CPM no later than 6 months prior to the expiration date of the Contract.

26. PERFORMANCE REQUIREMENT SUMMARY

#	Required Services	Performance Standards	Monitoring Methods	Remedies For Non-Compliance with Performance Standard
1	Case management services in accordance with Section 15 of the SOW.	100 percent of the participants receive weekly case management visits.	Submitting monthly reports and maintaining records of all services in ILP- THP Participant Record Folder for the duration of the contract; program monitoring/audits in accordance with Sections 22.0 of the SOW.	The County may terminate this contract, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially breached or if CONTRACTOR receives a written notice (Including the Contractor Discrepancy Report) noting non-compliance with the SOW. In this instance, CONTRACTOR shall submit to the CPM a response within 48 hours to a written corrective action plan to the COUNTY for review and approval.
2	Assist participant with developing the STEP-TILP/TILP within seven calendar days of admission in accordance with Section 15.7 of the SOW.	100 percent of the participants develop and pursue the goals of the STEP-TILP.		
3	Provide educational, employment, and other support services to assist with STEP-TILP goals in accordance with Section 15.7 of the SOW.	100 percent of the participant receive educational advocacy and employment support.		
4	Provide a monthly stipend and transportation allowance in accordance with Sections 15.3 and 15.5 of the SOW.	100 percent of the participant receive monthly stipends and transportation allowance.		
5	Provide at least two 60-minute or one two-hour life-skills workshops monthly in accordance with Section 15.23 of the SOW.	100 percent of the Participants receive monthly life skills training.		

6	Submit Agency Quarterly Participant Progress Report to the County Program Manager for each ILP- THP Participant in accordance with Subsection 21.1.3 of the SOW.	Agency Quarterly Participant Progress Reports are submitted for 100 percent of the participant.		
7	Deposit funds from the Emancipation Savings and Rental Savings into an interest-bearing savings account in accordance with Section 15.9.1 of the SOW.	Emancipation savings funds are deposited for 100 percent of the Participants.		

STATEMENT OF WORK EXHIBITS

COUNTY OF LOS ANGELES ILP-THP IMPLEMENTATION
PROVIDER PLAN GUIDELINES

ILP-THP Implementation

All prospective ILP-THP Providers must submit a County of Los Angeles ILP-THP Implementation Provider Plan.

THE PLAN SHALL ALSO INCLUDE:

- A statement describing the Proposer's purpose and mission.
- A description of the population to be served.
- A description of the participant application process and the selection criteria.
- A detailed list and description of all supportive services to be provided.
- A contract between the provider and the participant that sets out the specific responsibilities of each and the participant's rights. Describe the provisions of the contract, and submit a copy of the contract along with the Provider Plan.
- A plan for monitoring housing units and policy regarding damage reimbursement of housing unit by the participant. Submit a copy of the policy as an attachment to the Provider Plan.
- A description of provider's policies and procedures that demonstrate compliance with separation of property management and case management functions.
- A description of the provider's policies regarding employment criteria, including criminal background checks and consideration of the employee's drug or alcohol history, experience working with individuals in the target population's age range; and the employee training program.
- The provider's policies regarding the participant's:
 - o Education requirements
 - o Work requirements
 - o Savings requirements
 - o Personal safety
 - o Visitors
 - o Emergencies, including participant medical emergencies.
 - o Medical requirements, including if medical or dental examinations are required for the participants.
 - o Disciplinary measures
 - o Child care

- o Pregnancy
- o Curfew
- o Apartment cleanliness
- o Budgeting
- o Care of furnishings
- o Cars
- o Lending or borrowing money
- o Dating
- o Ground rules for termination and due process for participant
- o Disposition of furnishings when a participant completes the program
- o Decorating of apartments/housing unit including what items the participants will be allowed to retain

Each ILP-THP agency's program plan shall, at a minimum, ensure that:

- (1) The program will only serve eligible participants as defined in MPP Section 30-900.13.
- (2) The program shall not discriminate on the basis of race, national origin, gender, sexual orientation, or disability (Welfare and Institutions Code Section 16522.1(a)(1)) and that youth who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- (3) The agency shall, with the assistance of a county designee, assist each participant to complete the Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP/TILP) form designed by the County.
- (4) The program describes how it will assist participants to live independently and to accomplish the goals described in their STEP/TILP.
- (5) The STEP/TILP is reviewed and updated at least annually by the participant, the county designee, and other appropriate individuals and as needed to reflect necessary changes.
- (6) Participants shall be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- (7) The housing has reasonable transportation access to schools, employment appropriate supportive services, shopping and medical care.

- (8) All agencies shall provide employees training and ensure that all agency employees are trained and capable of working with former foster youth.
- (9) Criminal record clearances shall be required for all agency employees.
- (10) Programs shall comply with applicable federal, state, and local housing laws and fire clearance requirements.
- (11) Participants will not share bedrooms, unless approved by the County Program Manager. No more than two participants shall share a bedroom.
- (12) Participants have the right to be free from arbitrary or capricious rules; the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result); and the right to a grievance procedure.
- (13) Participants' right to confidentiality is respected. This right applies to the dissemination, storage, retrieval and acquisition of identifiable information. The agency shall not release information about a tenant's receipt of services without a written release from the tenant.
- (14) Participants' right to privacy is respected. Information shall be requested from the tenant only when the information is specifically necessary for the provision of services. Tenants shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- (15) The functions of property management and service provider shall not be blended. The program plan shall clearly define the roles and responsibilities of each part of the organization.
- (16) The agency shall comply with California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.).
- (17) If medical services are needed by participants, these services shall be provided by a medical professional or an appropriately licensed (or otherwise legally operating - e.g. county) clinic or adult day health center that may offer services off-site or through a home visit program, including services which are made available on a regularly scheduled basis on-site.
- (18) Participants are given a choice regarding what services to access and the location of the services (on-site or offsite), as long as the goals of the STEP/TILP are being met.

- (19) The ILP-THP program is clearly distinguishable from those that are required to be licensed as an Adult Residential Care facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- (20) Applicable provisions of Welfare and Institutions Code Section 16522.1 are incorporated.
- (21) Any participant funds retained by the provider on behalf of the tenant shall be deposited in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the program, or earlier, if permitted by the ILP-THP program guidelines.

ILP-THP IMPLEMENTATION PROVIDER PLAN FORMAT

Proposers shall submit a plan that is typewritten on 8½" x 11" white bond paper in 12 pt. Arial or Times New Roman font, OR use the Provider Plan template*.

The original Provider Plan and one copy shall be secured in separate binders with labels that include the proposer's name, the title: ILP-THP Implementation Provider Plan, and the RFP number. The binders must be submitted along with the proposal.

***Please note that plans submitted on the template must include at a minimum, all of the components referenced on this Appendix P.**

[PROVIDER NAME]

Independent Living Program – Transitional Housing Program
Plan for Implementation in **[County Name]** County

Prepared by
[Name, Title]
[Date]

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I. Purpose of the Program & Mission of [Provider]

[Provide a statement describing the purpose and mission.]

II. Population to be Served

[Provide a statement of the target population of the program, and its relationship to the county. Discuss utilization of the ILP-THP Transitional Independent Living Plan.]

[Discuss admission criteria for the program.]

[Include the following statement, affirming the Provider's commitment to non-discrimination, and the goal of least restrictive setting:]

[Provider] does not discriminate on the basis of race, gender, sexual orientation, or disability and provides a safe and adequate residence and allows participants maximum amount of independence and self-sufficiency.

III. Services Provided by [Provider]

[Part I: Provide goal statement and a detailed list of all Supportive Services and Subsidies to be provided.]

[Part II: State services to be provided in accordance with [Welfare and Institutions Code Section 16522.1, §\(h\) \(1\)-\(21\)](#). These are also included in the Certification materials.]

IV. Rights of [Provider] Participants

[List all rights to which the participant is entitled, including those required by CDSS. According to the [California Manual of Policies and Procedures, Section 30.920](#).]

V. Policies of the Program

[Provider] adheres to the following policies, as required by the ILP-THP regulations.

- Compliance with California landlord-tenant law and/or the Transitional Housing Misconduct Act.

- Criminal background checks for all provider employees.
- Compliance with applicable federal, state, and local housing laws and fire clearance requirements.
- Housing to participants that provides reasonable transportation access to schools, employment, and medical care.
- Compliance with occupancy requirements that limit the number of THP Plus participants who share a bedroom to two.
- Compliance with the requirement that the functions of property management and service provider will not be blended.

VI. ILP-THP Rates & Service Levels

[State the fiscal year dates, the number of youth and the rate the county has confirmed for the provider. State the resulting total program budget. If available, attach a separate budget spreadsheet.]

VII. Reporting Requirements

[State the frequency with which the provider will report data to the County. Indicate at a summary level the type of information to be reported. If available, attach a sample report.]

[PROVIDER NAME]
ILP-THP Program Materials
Submitted to [COUNTY]
[DATE]

Implementation Checklist

All ILP-THP providers must submit documentation that they are in compliance with the requirements of the program as set out California in Welfare and Institutions Code Section 16522.1, §(h) (1)-(21) Provided below are the 36 requirements immediately followed by the adopted policies of [PROVIDER NAME] demonstrating compliance with these requirements.

Welfare and Institutions Code

1. Eligibility
2. Non-discrimination
3. Separate property management and service provider functions
4. Participant application and selection criteria
5. Monitoring placements
6. Education requirements
7. Work requirements
8. Savings
9. Personal safety
10. Visitors
11. Emergencies
12. Medical requirements
13. Disciplinary measures
14. Child care
15. Pregnancy
16. Curfew
17. Apartment cleanliness
18. Budgeting
19. Care of furnishings
20. Cars
21. Lending or borrowing money
22. Dating
23. Ground rules for termination

TILP Requirements

24. Complete TILP goals and activities
25. TILP updates
26. Evaluate progress with TILP goals

Tenant Rights

27. Due process
28. Free from arbitrary and capricious rules
29. Right to confidentiality
30. Right to privacy
31. Participant – Provider contract

Housing statutes

32. Fair housing

33. Housing laws and fire clearance

Employee Regulations

34. Criminal background checks

35. Employment criteria

36. Training program

Welfare and Institutions Code

1. Eligibility

The program serves only eligible participants (eligible participants are 18 to 21 years old, have emancipated from foster care or probation, and have completed and are pursuing the goals of a County-approved TILP).

[Insert excerpt from Program policies and procedures that demonstrates compliance with eligibility requirement]

2. Non-discrimination

The program will not discriminate based on race, gender, sexual orientation, or disability, and youth receiving psychotropic medications will not be automatically excluded.

[Insert excerpt from Program policies and procedures that demonstrates compliance with non-discrimination requirement]

3. Separate property management and service provider functions

The functions of property management and service provider are separated.

[Insert excerpt from Program policies and procedures that demonstrates compliance with separation of property management and service provider functions requirement]

4. Participant application and selection criteria

The provider plan includes a description of the participant application process and selection criteria

[Insert excerpt from Program policies and procedures that demonstrates compliance with participant application process and selection criteria requirement]

5. Monitoring placements

The provider has a plan for monitoring placements

[Insert excerpt from Program policies and procedures that demonstrates compliance with monitoring placements requirement]

6. Education requirements

The provider has policies regarding education requirements

[Insert program policy regarding education requirements]

7. Work requirements

The provider has policies regarding work requirements

[Insert program policy regarding work requirements]

8. Savings

The provider has policies regarding savings requirements

[Insert program policy regarding savings requirements]

9. Personal safety

The provider has policies regarding personal safety

[Insert program policy regarding personal safety]

10. Visitors

The provider has policies regarding visitors

[Insert program policy regarding visitors]

11. Emergencies

The provider has policies regarding emergencies

[Insert program policy regarding emergencies]

12. Medical requirements

The provider has policies regarding medical requirements

[Insert program policy regarding medical requirements]

13. Disciplinary measures

The provider has policies regarding disciplinary measures

[Insert program policy regarding disciplinary measures]

14. Child care

The provider has policies regarding child care

[Insert program policy regarding child care]

15. Pregnancy

The provider has policies regarding child care

[Insert program policy regarding pregnancy]

16. Curfew & Visitor Policy

The provider has policies regarding curfew

[Insert program policy regarding curfew and visitor policy]

17. Apartment cleanliness

The provider has policies regarding apartment cleanliness

[Insert program policy regarding apartment cleanliness]

18. Budgeting

The provider has policies regarding budgeting

[Insert program policy regarding budgeting]

19. Care of furnishings

The provider has policies regarding care of furnishings

[Insert program policy regarding care of furnishings]

20. Cars

The provider has policies regarding cars

[Insert program policy regarding cars]

21. Lending or borrowing money

The provider has policies regarding lending or borrowing money

[Insert program policy regarding lending or borrowing money]

22. Dating

The provider has policies regarding dating

[Insert program policy regarding dating]

23. Ground rules for termination

The provider has policies regarding ground rules for termination

[Insert program policy regarding ground rules for termination]

TILP Requirements

24. Complete TILP goals and activities

The provider will assist each participant to complete his or her TILP goals and activities

[Insert program policy demonstrating that provider will assist with TILP goals and activities]

25. TILP updates

The participant's TILP will be updated at least annually and as needed to reflect changes

[Insert program policy demonstrating that provider will update TILP annually or as needed]

26. Evaluate progress with TILP goals

The provider will evaluate the participant's progress with TILP goals

[Insert program policy demonstrating that provider will evaluate progress with TILP goals]

Tenant Rights

27. Due process

Services for participants are not discontinued without due process

[Insert program policy regarding discontinuation of services for participants]

28. Free from arbitrary and capricious rules

Participants are free from arbitrary and capricious rules

[Insert program policy demonstrating that participants are free from arbitrary and capricious rules]

29. Right to confidentiality

Participant's right to confidentiality is respected

[Insert program policy demonstrating that participant's right to confidentiality is respected]

30. Right to privacy

Participant's right to privacy is respected

[Insert program policy demonstrating that participant's right to privacy is respected]

31. Participant – Provider contract

There is a contract between provider and participants that sets out specific responsibilities of each

[Insert program policy regarding participant-provider contract]

Housing statutes

32. Fair housing

Provider complies with state and federal fair housing laws

[Insert program policy demonstrating compliance with state and federal fair housing laws]

33. Housing laws and fire clearance

Provider complies with all federal, state, and local housing laws and fire clearance requirements

[Insert program policy demonstrating compliance with all federal, state, and local housing laws and fire clearance requirements]

Employee Regulations

34. Criminal background checks

The provider performs criminal background checks of all employees

[Insert program policy regarding criminal background checks for employees]

35. Employment criteria

The provider adheres to strict employment criteria, including consideration of employee's age, drug or alcohol history, and experience working with persons in this age group

[Insert program policy regarding employment criteria]

36. Training program

The provider provides a training program to educate provider's employees who work directly with participants

[Insert program policy regarding employee training program]

PROOF OF CERTIFICATION
(sample; this can also communicated in a letter to the ILP-THP provider)

After review of the ILP-THP policies of [PROVIDER NAME] outlined in the materials submitted and conducting a site visit to verify that these policies are the practice of the organization, I certify that [PROVIDER NAME] has demonstrated compliance with all ILP-THP program requirements, and is certified as a ILP-THP Provider for the County of [COUNTY NAME].

[COUNTY AGENCY REPRESENTATIVE & DATE]

ILP-THP Program Implementation Process

The purpose of the ILP-THP implementation process is to ensure that youth participants are living in high-quality housing and receiving each of the 15 supportive services required by the program to make a safe, supported transition from the foster care and juvenile probation systems. Additionally, this process ensures that youth are being treated fairly and consistently across programs and across the state.

All potential ILP-THP providers must apply through the county Request for Proposal process and include written documentation and site visit verification. Guidance for both parts of this process is provided below.

1. Written Documentation of Certification Requirements

The first step is for the provider to document its compliance with each of the 36 program requirements of ILP-THP. This includes developing a “program implementation binder” which consists of a table of contents listing the 36 program requirements followed by individual tabs. Behind each of these tabs, the ILP-THP provider places the section of its Policies and Procedures that pertain to the individual implementation requirement.

For example, ILP-THP requires that providers have a non-discrimination policy. This requirement reads as follows:

Non-discrimination

The program will not discriminate based on race, gender, sexual orientation, or disability, and youth receiving psychotropic medications will not be automatically excluded.

To document its compliance with this program implementation requirement, the provider would include the section of the program implementation binder its policies and procedures that state it is non-discriminatory, as required above. For this reason, it is critical that the selected ILP-THP program has fully developed its program policies and procedures, and referred to the 36 requirements to ensure all elements are addressed by their program.

2. Site Visit Verification

In addition to reviewing written documentation of the ILP-THP provider’s compliance with the 36 program requirements, it is advisable for the county social service agency to conduct site visits to verify that those written requirements are the practice of the ILP-THP provider, and not simply the written policy. It is recommended that the site visit is conducted by the ILP-THP contact person in the county social services agency, who is most informed about the requirements of the program and the goals it aims to achieve.

Provided below are five activities to be conducted at site visits. The site visits may occur in multiple stages, or may be scheduled for a single visit.

1. Review of Requirements with ILP-THP Provider

- Purpose: ILP-THP contact person for the social service agency reviews each of the 36 program requirements with representatives from the ILP-THP program and

hears directly from them about how they are implemented. Program forms are reviewed as to learn how the program requirements are made operational within the program.

- Frequency: Annually, usually upon renewal of the ILP-THP contract. In the case of a multi-year contract, an interim program review should be conducted.

2. Rental Unit Inspection:

- Purpose: Periodically inspecting individual units will ensure that rental units meet safety standards and are located in good neighborhoods with community amenities, such as access to public transportation and retail.
- Frequency: Rental unit inspection is conducted on an annual basis for 25% of leased units selected on a random basis with 24 hours prior notification.

3. Client Satisfaction Survey:

- Purpose: This gauges the level of satisfaction of youth participating in ILP-THP and is an important complement to quantitative measures collected in the monthly program report. Questions regarding specific requirements can be included in the client satisfaction survey to verify that providers are meeting the requirements.
- Frequency: At least annually

4. Youth Focus Groups:

- Purpose: Focus groups provide a valuable opportunity to hear directly from youth about their program experiences, both positive and negative. To encourage candor, program staff members should not be present for the focus group. The focus group should include a diverse set of youth representing various perspectives and be led by an experienced youth facilitator.
- Frequency: At least annually

ILP Verification of Emancipation Status/Consent For Release of Information**IDENTIFIED SPA:****LA County Department of Children & Family Services/ Department of Probation****CLIENT'S INFORMATION (Please Print- to be filled out by client only)**

Name: _____ Date of Birth: _____ Age: _____

Phone Number: _____ Social Security Number: _____

Email: _____

Address: _____ City: _____ State: _____ Zip: _____

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

Client's Signature: _____ **Date:** _____

SERVICE AGENCY INFORMATION (Please Print)

Agency Name: _____ Email: _____

Agency Address: _____

Phone Number: _____ **Fax Number:** _____

Employee Name: _____ Employee Title: _____

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

Employee's Signature: _____ **Date:** _____

SERVICE AGENCY TO SEND COMPLETED FORM:

DCFS Youth: _____ to THP-Plus-ClosedCases@dcfs.lacounty.gov

Probation Youth: _____ to Gregory Lindsey at (213) 637-0036 Gregory.Lindsey@probation.lacounty.gov

TO BE COMPLETED BY LA COUNTY DCFS SHD OR DEPT. OF PROBATION STAFF ONLY
☐ **ILP THP Housing (For youth, ages 18 up to 21)**
☐ **TLP/ CoC Housing (For youth, ages 18 up to 24)**

The above mentioned client is/was a current/former foster youth or received services from either the L.A. or _____ County Department of Children and Family Services or the Department of Probation. Yes: _____ No: _____

☐ **THP+ Housing (For youth, ages 18 up to 25)**

The above mentioned client *aged-out* of foster care from either the L. A. or _____ County Department of Children and Family Services or the Department of Probation. Yes: _____ No: _____

Youth is eligible for _____ months in the THP-Plus program.

Previous THP+ Start Date: _____

The client's court case is closed. Yes: _____ **No:** _____ Projected Term Date if known: _____

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

DCFS/PROBATION HOUSING SPECIALIST NAME

DCFS/PROBATION HOUSING SPECIALIST SIGNATURE

Title

Date

ILP Eligibility criteria can be found on www.ILPOnline.org

TRANSITIONAL HOUSING PROGRAMS APPLICATION**Supportive Housing Division**
1933 S. Broadway, Suite 700A
Los Angeles, CA 90007
Tel: (213) 763-9302**General Information****(Please Print)**

Name: _____ Application Date: _____

Primary Address: _____

City: _____ State: _____ Zip Code: _____ Gender: ☐ Female ☐ Male ☐ Transgender

Cell/Pager: _____ Home Phone: _____ Work Phone: _____

E-MAIL: _____ Date of Birth: _____ Age: _____

Last Four Social Security Number: _____ Primary Language: _____

Did you age-out of foster care? ☐ Yes ☐ No Date you aged-out: _____Living situation: ☐ Homeless ☐ Family ☐ Shelter ☐ Friends ☐ Other _____Do you have a mentor or other significant adult relationship? ☐ Yes ☐ NoDo you have children? ☐ Yes ☐ No If yes, how many children do you have? _____Do you have a California ID/Driver's License? ☐ Yes ☐ No ID/Driver's License No. _____

In which city/cities are you willing to live? List in order of preference: 1) _____

2) _____ 3) _____ 4) _____ 5) _____

Emergency Contact Information

Name: _____ Relationship: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____

Referral/Agency Source

Name of person who referred you to transitional housing: _____

Relationship: _____ Agency: _____

Work Phone: _____ E-Mail: _____

Education

Check Highest Grade Completed:

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

Last School Attended: _____

Do you have an Individual Education Plan? ☐ Yes ☐ NoDo you possess one of the following? ☐ High School Diploma ☐ GED ☐ Other _____

Date of High School Graduation: _____ Date Passed GED: _____

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

Employment/Financial InformationAre you currently employed? ☐ Yes ☐ No☐ Full Time ☐ Part Time

How many hours per week do you work? _____

Name of Employer: _____

Address: _____ City: _____ Zip Code: _____

Supervisor: _____ Supervisor's Phone: _____

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

Title and Description of Duties: _____

If not employed, what is your primary source of income?

☐ General Relief☐ Social Security Insurance☐ No Income☐ Other (Explain): _____Do you have a savings account? ☐ Yes ☐ No Balance: _____Do you have a checking account? ☐ Yes ☐ No Balance: _____

Medical/Psychiatric/Substance Abuse HistoryDo you have Medi-Cal? ☐ Yes ☐ NoDo you have private insurance? ☐ Yes ☐ No

Doctor's Name: _____

Phone No. _____

Dentist's Name: _____

Phone No. _____

Please list any medical conditions past or present: _____
_____Please list any mental health issues past or present: _____
_____Please list any prescribed medications that you are currently taking: _____
_____Have you ever been hospitalized? If yes, please explain: _____
_____Do you drink alcohol? ☐ Yes ☐ No If yes, how often? _____Do you currently use drugs? ☐ Yes ☐ No If yes, what types and how often do you use them?
_____Do you smoke cigarettes? ☐ Yes ☐ No**Legal/Gang History**Are you or have you ever been on Probation/Parole? ☐ Yes ☐ NoIf yes, please check the appropriate box: ☐ Juvenile ☐ AdultPlease provide the name and contact number of your Probation/Parole Officer: _____
_____If you are on Probation/Parole, please explain the nature of the incident? _____
_____Are you now or were you ever affiliated with a gang? ☐ Yes ☐ No

What gang? _____ Current status: _____

Life Skill Knowledge

Do you know how to cook? ☐ Yes ☐ No

Please give an example of a well-balanced meal you know how to cook? _____

Do you know how to clean? ☐ Yes ☐ No

Please describe how would you clean a kitchen? _____

Have you ever had a roommate? ☐ Yes ☐ No

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

• Can you make a monthly budget?	☐ Yes	☐ No
• Do you pay bills on time?	☐ Yes	☐ No
• Do you own credit cards?	☐ Yes	☐ No
• Do you owe money on school loans?	☐ Yes	☐ No
• Do you know how to use public transportation?	☐ Yes	☐ No
• Do you have any pets?	☐ Yes	☐ No

Personal Goals

Please describe how getting into a transitional housing program will help meet your short and long term goals?

I hereby certify that the information I have completed is true and correct to the best of my knowledge,

Applicant's Signature

Date

****The Transitional Age Youth Housing Application and supporting documentation/information is privileged and confidential. Distribution and/or reproduction of any record or information outside the intended and approved use is strictly prohibited. Illegal or misuse of this information is punishable by fine and/or imprisonment.**

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM
MOVE - IN AGREEMENT

Name: _____ DOB: _____

Case #: _____ DCFS _____ Probation _____

Contractor: _____

Move In Address: _____

City State Zip Code

Date of Move – In: _____

Expected Date of Program Completion: _____

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

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

Participant's Name

Signature

Case Manager's Name

Signature

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM ORIENTATION CHECKLIST

AGENCY NAME: _____ **DATE:** _____

PARTICIPANT'S NAME: _____

UNIT ADDRESS:

STREET	CITY	ZIP

I UNDERSTAND AND RECEIVED COPIES OF EACH OF THE FOLLOWING:

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

PARTICIPANT'S SIGNATURE _____

DATE _____

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM**

APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

TO: _____

I _____, residing at _____

_____ hereby authorized you to release to
the _____ specific

(NAME OF AGENCY, INSTITUTE, INDIVIDUAL PROVIDER)

information requested by this agency which I cannot provide concerning _____

This information is needed for the following purpose _____

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

SIGNATURE OF APPLICANT		DATE
BIRTHPLACE	BIRTHDATE	

**LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM (ILP- THP)**

GRIEVANCE PROCESS AND PROCEDURES

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

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

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

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

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

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

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

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

Dispute Resolution Program
320 W. Temple Street, Suite G-10
Los Angeles, CA 90012
(800) 593-8222

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM

NOTICE OF GRIEVANCE REQUEST

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Message #: _____

Reason for Grievance:

Agency Case Manager: _____

Supporting documents attached: ☐ Yes ☐ No

List supporting documents:

Participant's Signature _____

Date _____

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM

ACKNOWLEDGEMENT OF RECEIPT OF GRIEVANCE POLICY

I, _____ have received a copy
of the ILP- THP Grievance Policy.

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

Participant Signature: _____

Date received: _____

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

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM

APPEALS PROCESS AND PROCEDURES

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

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

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

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

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

- STEP 6: The Appeals Coordinator will notify the Agency staff of the Notice of Appeal Request and will request submission of copies of records supporting the decision to discharge participant.
- STEP 7: The Agency Administrator will be informed of the date and time of the scheduled Appeals Review and asked to attend.
- STEP 8: Following the Appeals Review, a decision will be rendered by the Appeals Committee within 5 business days. A Notice of Appeal Result form documenting the Appeal Review Committees decision will be forwarded to the Independent Living Program-Transitional Housing Program Manager and participant. The Notice of Appeal Result will recommend Reinstatement with or without conditions or Denial of Appeal.
- STEP 9: Agency staff and participant will adhere to the decision rendered by the Appeals Review Committee.
- STEP 10: Participant will be reinstated with or without conditions or Discharged within 30 days.

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM

NOTICE OF APPEAL REQUEST

Name of Appealer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Message #: _____

Effective Discharge Date: _____

Reason for Discharge:

Agency Case Manager: _____

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

Supporting documents attached: ☐ Yes ☐ No

List supporting documents:

Participant's Signature _____

Date _____

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM

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

I, _____ have received a copy of
the Independent Living Program- Transitional Housing Program Appeal Process
and Procedures Policy.

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

Participant Signature: _____

Date received: _____

**INDEPENDENT LIVING PROGRAM-
TRANSITIONAL HOUSING PROGRAM**

ENTRY ASSESSMENT

Agency: _____

Name: _____ **Age:** _____

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

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

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

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

Employer/Company Name: _____
Address: _____
Phone: _____

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

Case Manager's Signature

Date

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM

HOUSING SITE INSPECTION FORM

☐ **ADMISSION INSPECTION** ☐ **QUARTERLY INSPECTION** ☐ **EXIT INSPECTION**

Agency Staff's Name: _____ Date: _____

Participant's Name: _____

Unit Address: _____

Exterior

ITEM	CONDITION		NEEDS REPAIR/REPLACEMENT	
1. Walls/Paint	☐ Good	☐ Poor	☐ Yes	☐ No
2. Door	☐ Good	☐ Poor	☐ Yes	☐ No
3. Stairs/Railing	☐ Good	☐ Poor	☐ Yes	☐ No
4. Lawn/Landscaping	☐ Good	☐ Poor	☐ Yes	☐ No
5. Lighting	☐ Good	☐ Poor	☐ Yes	☐ No
6. Free of Trash/Debris	☐ Good	☐ Poor	☐ Yes	☐ No
7. Other _____	☐ Good	☐ Poor	☐ Yes	☐ No

Living Room

ITEM	CONDITION		NEEDS REPAIR/REPLACEMENT	
1. Walls/Paint	☐ Good	☐ Poor	☐ Yes	☐ No
2. Windows/Screens	☐ Good	☐ Poor	☐ Yes	☐ No
3. Carpet/Flooring	☐ Good	☐ Poor	☐ Yes	☐ No
4. Lighting	☐ Good	☐ Poor	☐ Yes	☐ No
5. Smoke Detector	☐ Good	☐ Poor	☐ Yes	☐ No
6. C.O. Detector*	☐ Good	☐ Poor	☐ Yes	☐ No
7. Window Treatments	☐ Good	☐ Poor	☐ Yes	☐ No
8. Sofa	☐ Good	☐ Poor	☐ Yes	☐ No
9. Coffee Table	☐ Good	☐ Poor	☐ Yes	☐ No
10. Dining Table/Chairs	☐ Good	☐ Poor	☐ Yes	☐ No
11. Other _____	☐ Good	☐ Poor	☐ Yes	☐ No

*Carbon Monoxide Detector

Kitchen

ITEM	CONDITION		NEEDS REPAIR/REPLACEMENT	
1. Walls/Paint	☐ Good	☐ Poor	☐ Yes	☐ No
2. Windows/Screens	☐ Good	☐ Poor	☐ Yes	☐ No
3. Flooring	☐ Good	☐ Poor	☐ Yes	☐ No
4. Lighting	☐ Good	☐ Poor	☐ Yes	☐ No
5. Smoke Detector	☐ Good	☐ Poor	☐ Yes	☐ No
6. C.O. Detector*	☐ Good	☐ Poor	☐ Yes	☐ No
7. Window Treatments	☐ Good	☐ Poor	☐ Yes	☐ No
8. Stove	☐ Good	☐ Poor	☐ Yes	☐ No
9. Refrigerator	☐ Good	☐ Poor	☐ Yes	☐ No
10. Dining Table/Chairs	☐ Good	☐ Poor	☐ Yes	☐ No
11. Microwave	☐ Good	☐ Poor	☐ Yes	☐ No
12. Other _____	☐ Good	☐ Poor	☐ Yes	☐ No

* Carbon Monoxide Detector

Bathroom

ITEM	CONDITION		NEEDS REPAIR/REPLACEMENT	
1. Walls/Paint	☐ Good	☐ Poor	☐ Yes	☐ No
2. Windows/Screens	☐ Good	☐ Poor	☐ Yes	☐ No
3. Flooring	☐ Good	☐ Poor	☐ Yes	☐ No
4. Lighting	☐ Good	☐ Poor	☐ Yes	☐ No
5. Smoke Detector	☐ Good	☐ Poor	☐ Yes	☐ No
6. Window Treatments	☐ Good	☐ Poor	☐ Yes	☐ No
7. Bathroom Door	☐ Good	☐ Poor	☐ Yes	☐ No
8. Toilet	☐ Good	☐ Poor	☐ Yes	☐ No
9. Bathtub/Shower	☐ Good	☐ Poor	☐ Yes	☐ No
10. Sink/Vanity Cabinet	☐ Good	☐ Poor	☐ Yes	☐ No
11. Faucets	☐ Good	☐ Poor	☐ Yes	☐ No
12. Other _____	☐ Good	☐ Poor	☐ Yes	☐ No

Bedroom

ITEM	CONDITION		NEEDS REPAIR/REPLACEMENT	
1. Walls/Paint	☐ Good	☐ Poor	☐ Yes	☐ No
2. Windows/Screens	☐ Good	☐ Poor	☐ Yes	☐ No
3. Carpet/Flooring	☐ Good	☐ Poor	☐ Yes	☐ No
4. Lighting	☐ Good	☐ Poor	☐ Yes	☐ No
5. Smoke Detector	☐ Good	☐ Poor	☐ Yes	☐ No
6. Window Treatments	☐ Good	☐ Poor	☐ Yes	☐ No
7. Bedroom Door	☐ Good	☐ Poor	☐ Yes	☐ No
8. Closet Door	☐ Good	☐ Poor	☐ Yes	☐ No
9. Bed(Headboard/Frame)	☐ Good	☐ Poor	☐ Yes	☐ No
10. Mattress/Box Spring	☐ Good	☐ Poor	☐ Yes	☐ No
11. Dresser	☐ Good	☐ Poor	☐ Yes	☐ No
12. Nightstand	☐ Good	☐ Poor	☐ Yes	☐ No
13. Other _____	☐ Good	☐ Poor	☐ Yes	☐ No

Agency Staff Signature: _____ **Date:** _____

ILP- THP Monthly Participant Occupancy Form

Agency: _____

Month of _____

No.	Unit Address (List Each Bed)	SPA	Name of Participant (First Last)	DOB	Age	Admission Date	Discharge Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Note(s):

ILP- THP DISCHARGE SUMMARY

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

RESIDENT NAME:

DOB:

AGE:

DATE OF ADMISSION:

DATE OF DISCHARGE:

I. REASON FOR DISCHARGE:

II. DESTINATION AFTER DISCHARGE:

III. FILE SUMMARY: *(summarize youth's participation in the program and supportive services)*

IV. EMPLOYMENT INFORMATION:

Is the participant currently employed?

No Rational for participant not being employed:

Yes Full-time (30+ hours): Part-time

Monthly Salary \$ or Hourly Wage \$

Employer/Company Name:

Address:

Phone Number:

Does the employer provide benefits? Yes or No

V. EDUCATION INFORMATION:

Is the participant attending school or training? Yes No

Rational for participant not attending school:

Name of School:

Address:

Full-time (12+ credits) Part-time Area of Study:

Projected date of graduation/completion:

VI. CLOSING STATEMENT OF SERVICES: *(summarize discharge plan and supportive services that assisted youth with discharge)*

VII. THE FOLLOWING HAVE REVIEWED THIS DISCHARGE SUMMARY:

Name	Title	Signature	Date

Name	Title	Signature	Date

**INDEPENDENT LIVING PROGRAM-
TRANSITIONAL HOUSING PROGRAM
TWELVE-MONTH ASSESSMENT**

Agency: _____

Name: _____ **Age:** _____

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

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

Name of School _____

Expected completion date _____

2. Is the participant enrolled in, or completed higher learning?
Yes _____ No _____

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

Enrolled _____ Completed _____ Date of completion _____ Degree _____

3. Is the participant currently employed?:
Full-time _____ Part-time _____ Not Employed _____

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

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

Employer/Company Name: _____

Address: _____

Phone: _____

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

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

Case Manager's Signature

Date

**LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY
SERVICES
INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING
PROGRAM**

YOUTH INTERVIEW

Date: _____ **Interviewer:** _____

Youth: _____

Living Situation

Where and with whom have you been living? _____

_____ How Long? _____

How was your foster care experience? _____

_____ How Long? _____

Why can't you continue to stay there?

If you do not enter our Program, where will you stay?

Do you have any relatives, friends, or resources that could help you secure a place to live?

Have you ever been in another Transitional Housing Program? Yes ☐ No ☐

What program? What was your reason for leaving?

Education

Are you in school? Yes ☐ No ☐ Were you ever in Special Education? Yes ☐ No ☐

When did/will you receive your diploma/GED? _____

What are your educational plans? College ☐ Trade school ☐ Vocational school ☐

How will you enroll in school? _____

Employment

Are you employed? Yes ☐ No ☐ Perm. ☐ Temp. ☐

Hours per week? _____ Hourly wage? \$ _____

Name of Employer: _____

Address: _____

What is your work experience? Where and how long? What was your hourly wage?

With the experience that you have, what kinds of jobs could you get? _____

How would you look for work (ads, walk-ins, internet)? _____

Are you willing to work while in our Program? Yes ☐ No ☐

Money Management

Do you have a Checking account? Yes ☐ No ☐ Balance? \$ _____

Do you have a Savings account? Yes ☐ No ☐ Balance? \$ _____

Bank name: _____

Do you have a monthly budget? Yes ☐ No ☐ _____

What's the difference between gross and net pay? _____

How do you spend your money? _____

Do you have any credit card debt? Yes ☐ No ☐

If yes, what accounts? _____ Balance? \$ _____
 _____ \$ _____
 _____ \$ _____

Auto Ownership

Do you have a driver's license? Yes ☐ No ☐

Do you have a car? Yes ☐ No ☐ is the car registered? Yes ☐ No ☐

Year _____ Make _____ Model _____

Monthly payment: \$ _____ Monthly insurance: \$ _____

Independent Skills

Can you do laundry? Yes ☐ No ☐ _____

Do you cook? Yes ☐ No ☐ _____

What dishes? Yes ☐ No ☐ _____

Have you shopped for groceries? Yes ☐ No ☐

How often do you clean your room? Your house? Tell me step by step how you clean a kitchen. What cleaners and tools do you use?

Have you had a roommate? How have you dealt with disagreements? How did/do you share the work to clean your room?

Activities

What do you like to do for fun? With who? _____

Who do you talk to when you have a problem? Do you have a best friend?

Are you in a relationship? Yes ☐ No ☐

How much time do you spend with him/her? _____

Gang Affiliation & Arrests

Have you ever been in a gang? Yes ☐ No ☐

Are you currently part of gang? Yes ☐ No ☐

Visible tattoos? Yes ☐ No ☐ Outstanding warrants? Yes ☐ No ☐

Have you ever been detained or arrested? Yes ☐ No ☐

Mental and Physical Health

What do you when you are sad? Have you ever been depressed or on medication to help with your mental health?

Have you ever been hospitalized? Yes ☐ No ☐ For how long and for what?

Do you have any health conditions that require medication? Yes ☐ No ☐

Any illnesses? Yes ☐ No ☐

Have you ever made your own medical or dental appointments? Yes ☐ No ☐

Where would you go if you had a medical emergency?

Do you practice safe sex on a regular basis? Yes ☐ No ☐

What are two methods for preventing sexually transmitted diseases?

Drug Use

Do you smoke cigarettes? Yes ☐ No ☐ Do you drink alcohol? Yes ☐ No ☐

Have you ever smoked marijuana? Yes ☐ No ☐

Have you used other types of drugs? Yes ☐ No ☐

What kind? _____ How long did you use? _____

When is the last time you used? _____

Have you completed drug treatment? Yes ☐ No ☐

Are you aware drug use is not permitted in our apartments? Yes ☐ No ☐

Teen Mom

Child's age _____ Is the father involved in the child's life? Yes ☐ No ☐

Has he ever hit you? Yes ☐ No ☐

Explain _____

Explain your childcare situation _____

Are you willing to work while in THP? Yes ☐ No ☐

Appropriateness

What do you expect to gain from our Program?

Interviewer's Comments:

Disposition/Behavior

Calm	mature	insightful	professional dress
Made eye contact	well-mannered	positive	motivated
Argumentative	agitated	nervous	uninterested
Unfocused	immature	delayed responses	unmotivated

SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM

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

PERSONAL DATA

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

EDUCATION

Completed schooling

Type of education I have completed:

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

School Attended: _____

Course of Study: _____ Date Completed: _____

Current schooling

Type of education I am currently enrolled in:

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

School Attended: _____

Course of Study: _____ Projected Completion Date: _____

Proof of Enrollment (attach): ☐ Report Card ☐ School Transcripts ☐ Proof of Registration☐ Other (specify): _____

Educational Goals

Grade Point Average: _____

During my time in STEP, my educational goals are:

1. _____
2. _____
3. _____

My plan to achieve these goals are:

1. _____
2. _____
3. _____

My educational Service Provider is: _____

They will help me achieve these goals by:

1. _____
2. _____
3. _____

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

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

Financial Aid/Scholarship Information

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

☐ Financial Aid ☐ Scholarship ☐ Grant ☐ Other: _____

Please specify what is received:

1. _____
2. _____
3. _____

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

1. _____
2. _____
3. _____

Summer Plans

During the summer break, my plans are:

1. _____
2. _____
3. _____

Additional Information

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

1. _____
2. _____
3. _____

EMPLOYMENT (Current Employment)

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

Employment History

START DATE:	END DATE:	PLACE OF EMPLOYMENT:

JOB RESPONSIBILITIES:

START DATE:	END DATE:	PLACE OF EMPLOYMENT:

JOB RESPONSIBILITIES:

START DATE:	END DATE:	PLACE OF EMPLOYMENT:

JOB RESPONSIBILITIES:

Unpaid Work Experience (Volunteer Work)

START DATE:	END DATE:	PLACE OF EMPLOYMENT:

JOB RESPONSIBILITIES:

START DATE:	END DATE:	PLACE OF EMPLOYMENT:

JOB RESPONSIBILITIES:

START DATE:	END DATE:	PLACE OF EMPLOYMENT:

JOB RESPONSIBILITIES:

Employment Needs

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

1. _____
2. _____
3. _____

My employment Service Provider is: _____

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

1. _____
2. _____
3. _____

CAREER**Career Goal**

My Career goals are:

1. _____
2. _____
3. _____

My plans to achieve these goals are:

1. _____
2. _____
3. _____

CAREER**Career Goal (Continued)**

My career Service Provider is: _____

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

1. _____
2. _____
3. _____

I am achieving my career goals: ☐ YES ☐ NO

Supporting documentation: _____

HEALTH COVERAGE

I AM CURRENTLY ON MEDI-CAL: I CURRENTLY HAVE HEALTH COVERAGE: IF YES, MY SOURCE OF COVERAGE:

☐ YES ☐ NO ☐ YES ☐ NO

I CURRENTLY HAVE DENTAL COVERAGE: IF YES, MY SOURCE OF COVERAGE:

☐ YES ☐ NO

I CURRENTLY HAVE VISION COVERAGE: IF YES, MY SOURCE OF COVERAGE:

☐ YES ☐ NO

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

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

My health Service Provider is: _____

My Service Provider will assist me by: _____

Additional health needs:

1. _____
2. _____
3. _____

My Service Provider will assist me by: _____

HOUSINGMy current living situation is (check all that apply): ☐ With spouse ☐ With minor children☐ Alone renting an apartment or house ☐ Transitional Housing ☐ Host Family ☐ With parent☐ With roommate renting an apartment or house ☐ With relatives ☐ College Dorm ☐ Homeless☐ Shelter ☐ Section 8 Vouchers ☐ Unsafe ☐ Temporary ☐ With friends☐ Other (specify): _____My current living situation is safe: ☐ YES ☐ NO

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

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

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

My housing needs are: _____

My housing Service Provider is: _____

My Service Provider will assist me by: _____

DRIVERS LICENSE

I hold a valid California Driver License: ☐ YES ☐ NO

If NO, please explain: _____

My plans to obtain one are: _____

My Service Provider will assist me by: _____

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

I currently have car insurance: ☐ YES ☐ NO

If NO, please explain: _____

My plans to obtain insurance are: _____

My Service Provider will assist me by: _____

SUPPORT NETWORK

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

Relationship	Name of Supportive Adult	Contact #
Mentor	NAME: _____	() -
Relative	NAME: _____	() -
STEP Provider	NAME: _____	() -
Social Worker	NAME: _____	() -
Friend	NAME: _____	() -
THP + Provider	NAME: _____	() -
ILP Staff	NAME: _____	() -
Former Foster Parent	NAME: _____	() -
Therapist	NAME: _____	() -
Other	NAME: _____ RELATIONSHIP: _____	() -
Other	NAME: _____ RELATIONSHIP: _____	() -
Other	NAME: _____ RELATIONSHIP: _____	() -
Other	NAME: _____ RELATIONSHIP: _____	() -
Other	NAME: _____ RELATIONSHIP: _____	() -
Other	NAME: _____ RELATIONSHIP: _____	() -
Other	NAME: _____ RELATIONSHIP: _____	() -

FINANCIAL

My sources of income include: ☐ Work ☐ STEP Payment ☐ SSI ☐ Trust Account ☐ CalWORKs

☐ Other (specify): _____

I currently have a: ☐ Checking Account ☐ Savings Account ☐ Neither

My plans to pay bills and manage money are: ☐ Open a Checking Account ☐ Open a Savings Account

☐ Money Order's ☐ Cashier's Checks ☐ Other (specify): _____

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

STEP PARTICIPANT	DATE
SERVICE PROVIDER	DATE
COUNTY REPRESENTATIVE	DATE

PERSONAL DATA FORM

These questions are for data collection purposes only.

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

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

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM**SAVINGS AGREEMENT**

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

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

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

Participants are encouraged to contribute more than 50% of their earnings.

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

Participant's Signature

Date

Case Manager Signature

Date

EXHIBIT A-25

Reporting
Month/Year _____

Monthly Summary	
Beginning Balance	\$
Total Savings	\$
Total Interest	\$
Payout/Deduction	\$
Ending Balance	\$

Note for Payout/Deduction:

Staff Name	Signature	Date

SERIOUS INCIDENT REPORT

AGENCY NAME: _____ DATE: _____

PARTICIPANT'S ADDRESS: _____

CITY, STATE ZIP CODE _____

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

TYPE OF INCIDENT;

INJURY/ILLNESS		PHYSICAL VIOLENCE		SEXUAL INCIDENT	
SUICIDE ATTEMPT		OTHER		OTHER	

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

CONCLUSION:

PERSON(S) NOTIFIED REGARDING INCIDENT

WHO	DATE & TIME	TELEPHONE	DATE NOTIFIED	PERSON CONTACTED
PROGRAM MANAGER				

LIST ANY OTHER ATTACHMENTS/SUPPORTING DOCUMENTS:

 Staff making report signature

 Print Name

 Date report written

 Program Director's signature

 Print Name

 Date
NAME AND TITLE OF STAFF SUBMITTING REPORT:

DATE AND TIME SUBMITTED:

ILP- THP Monthly Report

Month of _____

Agency	SPA	Active (Month Begin) (a)	New Admit (b)	Transfer (c)	Discharged (d)	Active (Month End) (e)=(a+b- c-d)	Total Served (e)=(a+b)	# Application Received	# on Wait List
TOTAL									

Agency Representative's Signature_____
Print Name and Title_____
Date

ILP- THP Monthly Report

Agency _____

Month of _____

Demographic Information		Active	New Admit	Transfer	Discharged	Demographic Information		Active	New Admit	Transfer	Discharged
Referral Department	DCFS					Prior Living Situation (New Admit) or Discharge Destination (Discharged)	Another THP+				
	Probation						Foster Care				
	Dual						Family Member				
Gender	Male						Friend				
	Female						Transitional Housing				
	LGBTQ						Shelter				
Ethnicity	American Indian/Native						Homeless				
	Asian						Own Apartment				
	Black/African American						Other				
	Hispanic/Latin American						Prior Living Supervisory District	1st			
	Hawaiian/Pacific Islander					2nd					
	White/Caucasian					3rd					
	Other					4th					
					5th						
Education	Attending HS/GED					Discharge Type	Voluntary				
	Completed HSD/GED						Involuntary				
	Attending College						Completed Program				
	Completed College					Employment	Employed (Full Time)				
	Attending Vocational						Employed (Part Time)				
	Completed Vocational						Unemployed				
	None of Above					Develop a consistent relationship with a caring adult					
Parenting Youth	Parenting										
	Pregnant										
	# Children in the Program										

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM**AGENCY QUARTERLY PARTICIPANT PROGRESS REPORT****REPORTING PERIOD** _____ - _____**AGENCY NAME:** _____**1. PARTICIPANT EMPLOYMENT STATUS**

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

2. EDUCATIONAL STATUS

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

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

3. LIFE SKILLS TRAINING

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

4. PROGRESS TOWARDS STEP-TILP GOALS

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

5. AREAS OF RECOMMENDED IMPROVEMENT

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

THE FOLLOWING HAVE REVIEWED THIS AGENCY QUARTERLY PARTICIPANT REPORT:

_____	_____	_____	_____
Name	Title	Signature	Date

_____	_____	_____	_____
Name	Title	Signature	Date

ILP- THP Annual Report

(Reporting Period)

Total Number Participants Served*			TOTAL (a+b+c)	By Referral Department			By Ethnicity							By Gender			# of Parenting Youth (at the Year End)	# Remain in Program (at the Year End)
#	Agency	SPA		DCFS (a)	PROB (b)	Dual (c)	American Indian/ Alaska Native	Black/African American	Hispanic/Latino	Hawaiian/ Pacific Islander	Asian	White/ Caucasian	Other	Male	Female	LGBTQ		
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
TOTAL																		

* Include roll-over from prior year and new participants

(Reporting Period)

[illegible]

ILP- THP Annual Report

(Reporting Period)

[illegible]

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM**EXIT ASSESSMENT**

Name: _____ DOB: _____

Address: _____

Entry Date: _____ Exit Date: _____

Departure Reason: Planned _____ Unplanned _____ Violation/Discharge _____

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

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

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

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

Enrolled _____ Completed _____ Date of completion _____ Degree _____

Name of School _____

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

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

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

Employer/Company Name: _____

Address: _____

Phone: _____

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

5. Has the participant obtained permanent housing? Yes ____ No ____

6. Where does the participant plan to live after they exit the ILP- THP?
 (circle one) Own apartment With a roommate With parent(s)
 With family With friends Other _____
- Address: _____

- Phone: _____

7. Emergency Contact: _____
 Address: _____

 Phone: _____

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

Exit Interview Questions:

1. What was helpful in ILP- THP? _____

2. What was not helpful in the program? _____

3. Do you feel your knowledge in the areas covered in the lifeskills workshops is greater than it was at the time of entry into the program? ____Yes ____No
 Which topics were most beneficial ? _____
 Least beneficial? _____
 Which lifeskills topics were the least beneficial? _____
4. Do you feel you successfully completed the program? Why or Why not? _____

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

Emancipation Savings Disbursement: Issued/Amount \$ _____

Date: _____ Check # _____

Rental Savings Disbursement: Issued/Amount \$ _____

Date: _____ Check # _____

Participant's Signature: _____

Case Manager's Signature _____

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM
FOLLOW-UP SURVEY

Name of Participant: _____ DOB: _____

Address: _____

1. Date of contact: _____

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

If no, indicate new address _____

Phone Number _____

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

Has the participant remained in permanent housing for 6 months?

Yes _____ No _____

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

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

Employer/Company Name: _____

Address: _____

Phone Number: _____

4. Has the participant experienced homelessness since completing the ILP- THP program?

Yes _____ No _____

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

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

6. Does the participant have a consistent relationship with a caring adult?

Yes _____ No _____

Attempted Contacts:

Unable To Locate

Date _____

Comments

Date _____

Comments

Date

Comments

Notes:

Staff Signature _____

Date _____

SERVICE DELIVERY SITES FOR

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM SERVICES

ILP- THP Administrative Office/Headquarters (AGENCY)

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

ILP- THP Service Site(s) (FACILITY)

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

(Please make additional copies of this form if necessary)

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM UNIT VERIFICATION FORM

CONTRACTOR: _____ DATE: _____

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

PARTICIPANT: _____

NUMBER OF BEDROOMS: _____ NUMBER OF BATHROOMS: _____

ILP- THP PARTICIPANT(S) THAT CURRENTLY RESIDE IN THIS UNIT:
_____MY SIGNATURE BELOW VERIFIES THAT THE ABOVE LISTED UNIT COMPLIES
WITH ALL OF THE FOLLOWING:

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

Agency Staff Signature_____
Name and Title

INDEPENDENT LIVING PROGRAM- TRANSITIONAL HOUSING PROGRAM**PERSONAL/HOUSEHOLD ITEM INVENTORY****AGENCY:** _____ **DATE:** _____**PARTICIPANT:** _____**PERSONAL HYGIENE**

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

LAUNDRY ITEMS

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

FIRST AID ITEMS

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

CLEANING ITEMS

_____ ALL PURPOSE CLEANER
 _____ SCOURING POWDER
 _____ MILDEW REMOVER
 _____ SPONGES
 _____ BROOM
 _____ MOP & BUCKET
 _____ GLASS CLEANER
 _____ FURNITURE POLISH
 _____ DUST CLOTHS
 _____ DISH RAG (3)
 _____ DISH TOWELS (5)
 _____ OVEN CLEANER
 _____ PAPER TOWELS
 _____ NAPKINS
 _____ OTHER: _____

HOUSEHOLD ITEMS

_____ IRON
 _____ CAN OPENER
 _____ COOKWARE (complete set)
 _____ DINNERWARE (set of four or greater)
 _____ UTENSILS (set of four or greater)
 _____ CUTLERY (set of four or greater)
 _____ IRONING BOARD and COVER
 _____ CLOTHES HAMPER
 _____ DRINKING GLASSES (min 4)

LINENS

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

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

UPON ADMISSION AGENCY HAS PROVIDED ALL REQUIRED ITEMS._____
PARTICIPANT'S SIGNATURE & DATE_____
STAFF SIGNATURE & DATE

Participant Satisfaction Survey

Background Information

County where you live: _____

Type of ILP- THP housing unit:

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

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

- ☐ Yes ☐ No

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

- ☐ Yes ☐ No

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

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

How old are you?

- ☐ 18 ☐ 19 ☐ 20 ☐ 21 ☐ 22 ☐ 23 ☐ 24

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

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

Satisfaction with the ILP- THP Program

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

Safety of the housing:

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor

Quality of the housing:

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor

Location of the housing:

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor

Case management services:

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

Educational support:

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

Emotional support, counseling, or therapy:

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

Employment support or job training:

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

Mentoring or building relationships with Caring Adults:

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

Supporting relationships with family members:

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

Training in budgeting and money management:

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

Training in tenants' rights and managing an apartment:

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

Other life skills training:

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

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

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

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

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

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

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ N/A

Overall satisfaction with ILP- THP:

☐ Excellent ☐ Good ☐ Fair ☐ Poor

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

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

What parts of your ILP- THP program do you think work well?**What parts of your ILP- THP program do you think could be improved?**

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

THANK YOU VERY MUCH FOR YOUR FEEDBACK!

INDEPENDENT LIVING PROGRAM-TRANSITIONAL HOUSING PROGRAM
EMPLOYMENT PLAN FOR UNEMPLOYED PARTICIPANTS

Participant Name: _____ Date: _____

Address: _____

Telephone Number: _____

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

Expected Departure Date: _____

Date of Unemployment: _____

To be completed by the ILP- THP participant:

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

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

Participant Signature: _____

Case Manager Signature: _____

PLACEHOLDER FOR ANSELL- CASEY LIFE SKILLS ASSESSMENT

CONTRACT DISCREPANCY REPORT

COUNTY will provide Contractor with a Contract Discrepancy Report (CDR) for every instance in which tasks defined in the Statement of Work (SOW) are not met.

SOW Reference	Discrepancy	Action Required/Due Date

County Program Manager:

Signature:

Date:

Transitional Housing Program

Participant Rights and Responsibilities

If you are living in a ILP- THP program apartment, you have the same rights- and responsibilities

KNOW YOUR RIGHTS IN TRANSITIONAL HOUSING!

As a participant in the Independent Living Program- Transitional Housing Program (ILP-THP), you have the right to:

1. **To privacy.** Your unit must have doors that lock. Building owners/ managers and transitional housing program staff must give you advance notice in writing if they need to enter your apartment. If you have not received written notice, they cannot come into your apartment without your consent, unless there is an emergency. Have your personal information and case details kept confidential (within legal and safety limits).
2. **To safe and healthy living conditions.** Building owners/ managers must ensure that the building is maintained, “free from mold, pests, and other health hazards, and the plumbing, electrical, heating/ cooling, and other symptoms are in repair. Live in a clean, safe, and supportive environment free from abuse, discrimination, and harassment.
3. **Respect and Dignity**
 - Be treated with respect and dignity regardless of race, gender, religion, sexual orientation, or background.
4. **Privacy and Confidentiality**
5. **Individualized Support**
 - Receive support services tailored to your individual goals (e.g., education, employment, life skills).
6. **Participation in Decision-Making**
 - Be involved in planning your case goals and housing plan.
7. **Access to Grievance Procedures.** Building owners/ managers and transitional housing programs cannot evict you without going through the legal process.
 - They must give you written notice of and an opportunity to address the issue of or violation of the agreement that led to the eviction. If you did not address the issue or violation of the agreement, the ILP- THP provider can ask a Court to issue

an eviction notice. You have the right to a written notice and a Court hearing before this happens.

- Even if the transitional housing program think you are a danger to self or others, the ILP-THP provider must give you a written notice and get a Court order to evict you.

- 8. Freedom from Exploitation.** The right to be protected from any form of exploitation or coercion.
- 9. Access to Services.** Have access to mental health care, medical resources, education, job training, and other needed services.

Along with the rights, you have responsibility as a participant to:

- 1. Follow Program Rules.** Abide by all ILP- THP program and provider agreements. Follow rules, curfews, and expectations outlined in ILP- THP program and provider agreement.
- 2. Respect Others.** Treat staff, roommates, and neighbors with courtesy and respect.
- 3. Participate in Services.** Engage in required case management meetings, life skills workshops, or other support services.
- 4. Maintain Cleanliness.** Keep your living area and shared spaces clean and follow household chore schedules. Keep your unit in good repair and be accountable for the damage you cause.
- 5. Report Changes.** Notify your case manager of changes in employment, education, or personal circumstances.
- 6. Financial Accountability.** Manage your budget responsibly and, if required, contribute to rent or savings. Contribute to Savings Fund on time.
- 7. No Substance Use or Violence.** Refrain from drug/alcohol use and any form of violence or illegal activity on the premises.
- 8. Progress Toward Independence.** Work toward goals that support your transition to independent living.

EXHIBIT B**INDEPENDENT LIVING PROGRAM-TRANSITIONAL HOUSING PROGRAM (ILP-THP)
BEDS BY SPA**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above- identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

(ILP-THP) FOR NON- MINOR DEPENDENTS	Price Per Unit of Service
Agency Name SPA Contractor must not exceed the maximum capacity of participants per month	 \$3,000 per month per ILP-THP participant.

Service Planning Area (SPA)	Number of Contracts	Number of Beds
SPA1	Contract # 1	8
SPA2	Contract # 2	8
SPA3	Contract # 3	12
SPA4	Contract # 4	8
SPA5	Contract # 5	4
SPA6	Contract # 6	14
SPA7	Contract # 7	16
SPA8	Contract # 8	5
Total contracts: Eight (8) Contracts		Total beds 75

Print Name and Title:

Authorized Signature:

Date:

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.

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.**

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY 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

NON-IT CONTRACTS

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

F3 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.



**AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION
HANDBOOK**

- REVISED JULY 2025 -

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AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

The accounting, financial reporting, and internal control standards presented in this Handbook are fundamental and derived from applicable federal, State, and COUNTY regulations and guidelines (see [Section F](#)). These standards are not intended to be all inclusive or replace acceptable existing procedures, preclude the use of more sophisticated methods, or supersede any laws or requirements imposed by the applicable funding source(s) (i.e., federal, State, and COUNTY agencies) that may be more restrictive and/or stringent. Instead, this Handbook includes the minimum federal, State, and COUNTY required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system to ensure compliance, as well as guidance on other recommended procedures and controls. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff and/or board members) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the COUNTY Agreement.

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

A. ACCOUNTING AND FINANCIAL RECORDS

1.0 Basis of Accounting

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

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

1.1 Accrual Basis

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period earned (rather than when cash is received). Expenditures



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CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

1.2 Cash Basis

If a CONTRACTOR elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of each year of the COUNTY Agreement, and at the end of the COUNTY Agreement.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.3 Prepaid Expenditures

Prepaid expenditures (e.g., insurance, service agreements, lease agreements) must be expensed during the appropriate COUNTY Agreement year to the extent goods and services are received, or are applicable to that COUNTY Agreement year.

2.0 Accounting System

Each CONTRACTOR must maintain a ***double entry accounting system*** (utilizing debits and credits) and adequate, accurate, and reliable financial records in accordance with GAAP. The financial records must provide a comprehensive audit trail, and typically include, but may not be limited to a General Journal, a Cash Receipts Journal, a General Ledger, a Cash Disbursements Journal, and a Payroll Register or equivalent records as described in this Handbook. Postings to the General Ledger and Journals must be made timely, at least on a monthly basis. The CONTRACTOR must maintain separate cost centers, which clearly identify funds received and expended on services provided under the COUNTY Agreement.

2.1 General Journal

A General Journal (or equivalent records) must be maintained to ensure transactions are recorded accurately and timely in the order they occur, and for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal (or their equivalent records). Entries in the General



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CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

Example:

	<u>Debit</u>	<u>Credit</u>
Rent Expenditure	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

2.3 Cash Disbursements Journal

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

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

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



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CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

2.4 General Ledger

A General Ledger (or equivalent records) must be maintained with accounts for all assets, liabilities, fund balances/net assets, revenues, and expenditures to ensure the accuracy, consistency, and transparency of all financial transactions in accordance with GAAP. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of the CONTRACTOR'S programs and activities (both COUNTY and non-COUNTY).

2.5 Chart of Accounts

A Chart of Accounts (or equivalent records) must be maintained to organize and classify financial transactions accurately and consistently in accordance with GAAP:

- The COUNTY recommends that CONTRACTORS use the same expenditure account titles on the monthly invoice submitted to the COUNTY.
- If the CONTRACTOR uses account titles which differ from the account titles on the monthly invoice, each account title should clearly identify the nature of the transaction(s) posted to the account.
- CONTRACTOR must consistently post transactions that are of a similar nature to the same account. For example, all expenditures for travel can be posted to an account titled "travel," but must not be intermixed with other expenditure accounts.

2.6 Payroll Register

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

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



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- 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.



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Vehicle Expenditures

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card
- Vehicle title
- Insurance policy
- Purchase or financing agreement
- Vehicle lease or rental agreement
- For vehicles owned/leased by the CONTRACTOR and personal vehicles that are primarily used for business purposes, a vehicle mileage log (or equivalent record) must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log (or equivalent record) must identify:
 - Trip dates
 - Origin and destination addresses of the trip
 - Purpose of the trip and how it relates to the Agreement services
 - Beginning and ending odometer readings and the resulting mileage for all trips (including non-business trips) to account for 100% use of the vehicle
- For personal vehicles that are not primarily used for business purposes, documentation to support reimbursements to employees for mileage and parking must include:
 - Date and time of travel
 - Origin and destination addresses of the trip and the resulting mileage
 - Purpose of the trip and how it relates to the Agreement services
 - Rates claimed (**Note:** Reimbursement rates for mileage must not exceed applicable federal guidelines.)
 - Itemized receipts for reimbursed parking and toll charges

All supporting documentation must include sufficient information to identify the vehicle the expenditures are related to, which should include, but not be limited to, vehicle make and model, vehicle license number, and vehicle identification number.

CONTRACTOR must only charge the COUNTY for vehicle expenditures (e.g., gasoline, repairs/maintenance, insurance, depreciation) to provide COUNTY Agreement services. CONTRACTOR must pro-rate vehicle expenditures based on vehicle usage to exclude the portion of expenditures related to non-COUNTY and non-business use (i.e., non-COUNTY program services, personal use, employee transportation to and from work).

Operating Expenditures (e.g., utilities, office supplies, equipment rentals)

- Bona fide contracts or lease agreements, if applicable
- Invoices and receipts detailing the cost and items purchased
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or



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other documentation) signed by the employee(s) who verified the good/services were approved and received

Outside Meals

- Itemized receipts and/or invoices for all meals
- Documentation detailing the nature and business purpose of each meal
- Documentation identifying the participants of each meal

3.1 Filing

All relevant supporting documentation for reported revenues and program expenditures must be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

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

3.2 Referencing

Accounting transactions posted to the CONTRACTOR'S books must be appropriately cross-referenced to supporting documentation. When applicable, it is recommended that expenditure transactions on the CONTRACTOR'S books be cross-referenced to the supporting documentation as follows:

- Invoices – Vendor name and date
- Checks – Number
- Vouchers – Number

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

3.3 Security Over Documentation

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



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provisions of this Handbook. CONTRACTOR must make their report to the local law enforcement agency within twenty-four hours of becoming aware of the acts which resulted in the destruction, damage, or alteration of the record.

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

3.4 Retention

All financial records, including accounting records (e.g., journals, ledgers) and supporting documentation, must be retained for a minimum of three years after the termination of the CONTRACTOR'S Agreement or the date of submission of the final invoice, billing, or expenditure report, unless a longer retention period is prescribed by the Agreement or applicable laws and regulations, in which case the CONTRACTOR must comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

3.5 Protection of Electronically Stored Information

CONTRACTOR must employ sufficient security measures to safeguard all COUNTY non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored and used. CONTRACTOR is also responsible for the security of any COUNTY non-public information that is transmitted, exchanged, or shared with other authorized individuals and/or organizations including, but not limited to, third-party vendors/providers, subcontractors, contractors/consultants, or other external parties.

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

4.0 Donations and Other Sources of Revenue

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting and other financial records that clearly identify the specific expenditures that were paid for with the other source(s) of revenue. Restricted donations and other sources of revenue, earmarked specifically for the



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COUNTY program, must be utilized on allowable COUNTY Agreement expenditures. Similarly, income from investments (e.g., interest, dividends), where the source of the amount invested is COUNTY program funds, must be deemed restricted revenue that must be utilized on allowable COUNTY program expenditures, or returned to the COUNTY as specified under the COUNTY Agreement.

5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the COUNTY Agreement and for a period of three years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including, but not limited to, those which relate to its operation of each project or business activity, which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records must be made available upon request at a location within or near Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and compliance with the COUNTY Agreement at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, justifies such an unannounced visit, inspection, audit or investigation.

6.0 Single Audit Requirements

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

A copy of any single audit report must be filed with the COUNTY upon request or within the timeframes prescribed by the COUNTY Agreement, or any extended timeframes granted by the federal Office of Management and Budget (OMB).

7.0 Unique Entity Identifier and System for Award Management Requirements

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



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

B. INTERNAL CONTROLS

1.0 Internal Controls Overview

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all personnel in these procedures and continuously monitor operations to ensure compliance with their own policies and procedures, and any other applicable funding source requirements (e.g., [Uniform Guidance](#)).

2.0 Cash and Revenues

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

2.1 Separate Fund or Cost Center

All COUNTY Agreement revenues must be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable in the accounting records through the use of cost centers or separate accounts.

2.2 Manual Deposits

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

All COUNTY checks should be restrictively endorsed upon receipt.

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

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



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Cash and cash equivalents totaling \$500 or more must be deposited within one day of receipt, or as soon as reasonably possible. Collections of less than \$500 may be held and must be secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

Deposit slips should be retained in an organized manner, and must contain sufficient reference information for comparison to the Cash Receipts Journal (or equivalent records) and individual receipts, if applicable. A recommended best practice is to retain a photocopy of the deposit slip and the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers on the deposit slip.

2.3 Separation of Duties Over Deposits and Cash

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

2.4 Bank Reconciliations

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

Monthly bank reconciliations should be prepared and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. See [Exhibit A](#) for a suggested bank reconciliation format.

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

2.5 Bonding

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

3.0 Disbursements

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



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

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

Voided checks must be marked void. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

Returned or undelivered checks must be canceled regularly, but no less frequent than monthly.

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

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

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

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

3.1 Approvals and Separation of Duties Over Disbursements

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

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

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

3.2 Credit Cards

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



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items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items must be limited to purchases where established purchasing and disbursement practices are not suitable.

All credit card disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements alone are not sufficient support for credit card purchases.*** See [Section A.3.0](#) regarding the use of electronic documentation.

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

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

3.3 Petty Cash

Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

A CONTRACTOR may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies), and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500. Applicable policies and procedures must be established to ensure accountability and restrict the usage of petty cash to the intended purpose of the fund.

Petty cash disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased and the employee making the purchase. If external supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation should be maintained and approved by a supervisory employee not associated with the transaction. See [Section A.3.0](#) regarding the use of electronic documentation.



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The petty cash fund should be maintained on an imprest (fixed) basis. A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment should be cross referenced to the reimbursement check.

A petty cash log (or equivalent record) must be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed monthly by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes. See [Exhibit B](#) for a suggested petty cash log format.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should:

- Not have any other cash handling responsibilities (e.g., sign checks).
- Be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount, when necessary.
- Reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received, each day the petty cash fund is used.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

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

3.4 Other Liquid Assets

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

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

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



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

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

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

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

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

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

4.0 Payroll and Personnel Records

Adequate payroll and personnel records must be maintained to support payroll transactions. Payroll and/or personnel records should include, but not be limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., job description, notarized copy or original diploma, academic transcripts, license(s))
- Hiring and termination (if applicable) documents
- Employment history and performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., paid time off, sick time, vacation)
- Health Clearances (if required)



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

4.1 Timecards

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

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

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time.

To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must be designed to comply with the internal control standards described in this Handbook (e.g., see [Sections A.3.5](#) and [B.7.0](#) through [B.7.3](#)), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement), and support the reporting of accurate and reliable financial information.

4.2 Benefit Balances

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

4.3 Incentive Compensation

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance, suggestion awards, safety awards), and in accordance with the CONTRACTOR'S



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

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

4.4 Limitations on Positions and Salaries

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

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

Salaried employees should be paid a salary that corresponds with the employee's work schedule. For example, a half-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

4.5 Retroactive Payroll Adjustments and Payments

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

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

4.6 Separation of Duties Over Payroll and Personnel

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



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

4.7 Security Over Payroll and Personnel Records

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

5.0 Procurement

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

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

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

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

5.1 Methods of Procurement

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

- Informal Procurement
- Formal Procurement
- Noncompetitive Procurement



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Informal Procurement

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

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

Formal Procurement

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

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

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

Noncompetitive Procurement

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

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

6.0 Capital and Non-Capital Assets

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



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

6.1 Capital Assets

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

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired. Acquisition costs for software include those development costs capitalized in accordance with GAAP.

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

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

6.2 Acquisition

CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making a capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY Agreement. If the cost of the capital asset will be charged to multiple COUNTY Agreements, the CONTRACTOR only needs to obtain written authorization from the COUNTY department(s) where the CONTRACTOR anticipates expenditures charged will exceed the lesser of 10% of the acquisition cost of the capital asset or \$5,000, unless more restrictive and/or stringent requirements over acquisitions are required by the COUNTY Agreement and/or the applicable funding source(s).

6.3 Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, scanners, other portable assets).



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6.4 Asset Identification and Inventory

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

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

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

6.5 Security Over Assets

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

6.6 Asset Management

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

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of assets purchased with COUNTY Agreement funds or containing COUNTY non-public information. The documentation should, at a minimum, contain item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

The supporting documentation, including a copy of any related crime/incident reports, must be retained by the CONTRACTOR for a period of time under which the underlying records were destroyed or damaged were required to be retained and must be retained for a longer period in the case of unresolved litigation or audit.



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The CONTRACTOR must promptly report in writing to the COUNTY, and provide copies of all relevant supporting documentation described above, all cases of theft, loss, damage, or destruction of:

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

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

7.0 Information Technology

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

7.1 Information Technology Controls

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

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



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

7.2 Information Technology Security Management

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

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



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contingency planning)

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

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

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

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

7.3 Separation of Duties Over Systems

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

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

8.0 Electronic Signatures

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



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

9.0 Subcontracts

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

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

9.1 Subcontractor Monitoring

CONTRACTOR must monitor the activities of their subcontractors as necessary, but no less than annually, to ensure governmental monies are used for their intended purposes, compliance with applicable federal, State, and COUNTY requirements, and performance goals are achieved. For example, the monitoring must include, but not be limited to:

- Performing reviews of the subcontractor's fiscal and program operations (e.g., verifying expenditures charged to the subaward are adequately supported, allowable, and appropriately allocated; verifying internal controls are maintained as required; and verifying subcontracted services are meeting required performance standards).
- Performing reviews of required financial and performance reports.
- Verifying all subcontractors are audited as required.
- Following-up and ensuring appropriate corrective action is taken on all deficiencies pertaining to the subcontract.

C. COST PRINCIPLES

1.0 Purpose of Program Funds

It is the intent of the COUNTY to provide funds for the purpose of the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper, and necessary costs of providing services and allowable in accordance with the applicable sections of [Uniform Guidance](#), and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies) requirements.

**1.1 Limitations and Requirements for Program Expenditures**

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

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

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

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

Prior to making payments to affiliated organizations or persons (i.e., related party/less-than-arm's-length transactions), CONTRACTOR must complete and submit to the COUNTY a disclosure statement identifying the nature of the relationship with the affiliated or related organizations/persons.

CONTRACTOR must not make payments to affiliated organizations or persons for program expenditures (e.g., salaries, services, rent) that exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs for services rendered and/or items purchased. A reasonable cost is the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.



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1.3 Unallowable Expenditures

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

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

1.4 Depreciation

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

- The computation of depreciation is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of:
 - Land
 - Buildings and equipment donated by governmental agencies
 - Buildings and equipment contributed by the CONTRACTOR to satisfy funding matching requirements
 - Any asset acquired solely for the performance of a non-Federal award.
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the type of construction, nature of the asset used, susceptibility to technological obsolescence or technological developments in the particular area, historical data, and the renewal and replacement policies followed for the assets involved, etc.
- [Appendix B to IRS Publication 946](#), "How to Depreciate Property," contains guidelines for establishing an asset's useful life.



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1.5 Rental Costs of Buildings and Equipment

Rental costs are allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.

- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- Under a “less-than-arms-length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

1.6 Budget Limitation

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

1.7 Expenditures Incurred Outside the Agreement Period

Expenditures charged against program funds may not be incurred prior to the effective date of the COUNTY Agreement or subsequent to the COUNTY Agreement termination, or expiration date. Similarly, current period expenditures related to events or activities that occurred prior to the effective date of the COUNTY Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid COUNTY Agreement between CONTRACTOR and COUNTY are not allowable.

1.8 Unallowable Activities

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

1.9 Unspent Program Funds

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



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2.0 Allocable Expenditures

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

In accordance with the applicable sections of [Uniform Guidance](#), CONTRACTORS must define their allocable expenditures as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. ***Actual conditions must be taken into account when selecting the method and/or base to be used to allocate expenditures to ensure expenditures are allocated equitably to each benefiting program, activity, and funding source.***

The CONTRACTOR must maintain documentation for allocated expenditures (e.g., timecards, time studies, calculation of full-time equivalents, square footage measurements).

Under no circumstances can allocated expenditures be charged to an extent greater than 100% of actual expenditures or the same expenditure be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in the COUNTY Agreement, or required by the applicable funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

Shared costs (i.e., costs that benefit more than one program or activity) that can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating shared costs as direct costs:

- Number of direct hours spent on each program



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- Full-time equivalents for each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of [Uniform Guidance](#) and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies) can be included as indirect costs and allocated to the COUNTY program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages.
- Total direct costs, excluding unallowable costs that do not represent an activity of the CONTRACTOR (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or subcontractor payments.
- Modified total direct costs, including all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the applicable threshold (e.g., \$25,000 (prior to October 1, 2024), \$50,000) of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of the applicable threshold (e.g., \$25,000 (prior to October 1, 2024), \$50,000) as required by [Uniform Guidance](#).

2.3 Acceptable Indirect Cost Allocation Methods

[Uniform Guidance](#) describes the following allowable methods for allocating and charging indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate
- De minimis rate



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CONTRACTOR must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs. See [Exhibit D](#) for examples of how to allocate indirect costs using these methods.

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base (see [Exhibit D.1](#) for example).

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenditures are treated as direct costs. Shared costs, such as depreciation, facility and equipment rentals, facilities maintenance, telephone, and other similar expenditures, are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenditures, are then allocated using the simplified allocation method previously discussed (see [Exhibit D.2](#) for example).

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated (see [Exhibit D.3](#) for example).

Negotiated Indirect Cost Rates

CONTRACTORS have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency with the largest dollar value of federal awards funded to the organization. The approved indirect cost rate is then applied to the total approved direct cost base (see [Exhibit D.4](#) for example).

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



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De Minimis Rate

A CONTRACTOR that does not have a current negotiated (including provisional) federally approved indirect cost rate may elect to charge indirect costs based on the applicable de minimis rate (e.g., 10% (prior to October 1, 2024), up to 15%) of modified total direct costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities (see [Exhibit D.5](#) for example).

2.4 Indirect Cost Limitations

CONTRACTOR must ensure indirect costs charged to the COUNTY program(s) are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable federal, State, or COUNTY agency.

2.5 Cost Allocation Plan

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

- CONTRACTOR's general accounting policies:
 - Fiscal year
 - Method for allocating indirect costs (e.g., simplified, direct, multiple, negotiated rate, de minimis rate)
 - Indirect cost rate allocation base (e.g., direct salaries and wages, direct costs).
- Identify the CONTRACTOR'S direct, shared, and indirect costs (by category) and describe the cost allocation methodology for each category.
- Signature of CONTRACTOR management certifying the accuracy of the plan.

3.0 Overpayments

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



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D. GOVERNANCE

1.0 Governance Overview

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

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

1.1 Board of Directors' Requirements

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

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

The majority of the directors should not have a direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship. "Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement.

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

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



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

1.2 Board of Directors' Fiduciary Responsibilities

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

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

1.3 Oversight Mechanisms

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

- Adopting and disclosing the organization's governance standards, including director qualifications, responsibilities, and compensation. The standards may provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the organization's contract(s) with the COUNTY. Compensation and benefits of directors, officers, and employees should be comparable to agencies of similar size and function (see [Section B.4.4](#), "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one organization job. For example, the Chief Executive Officer (CEO) cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.



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

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

- Provide for an annual process to distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the CONTRACTOR'S governing standards.
- Incorporate a mechanism for disclosing and addressing possible conflicts of interest.
- Provide appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

1.4 Board Meetings

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

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

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



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1.5 Audit Committee

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

Annual Audit Duties

The Audit Committee:

- Is responsible for making recommendations to the board on the hiring and firing of the CONTRACTOR'S independent auditor to perform annual audits.
- Must confer with the CONTRACTOR'S independent auditor to satisfy audit committee members that the financial affairs of the CONTRACTOR are in order, review each audit and decide whether to accept it, and ensure that the COUNTY receives a copy of the annual audit report and all other audits, reviews, and other third-party reports.

Additional Audit Committee Duties

The audit committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as any material weaknesses and/or significant deficiencies identified during an audit.
- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the CONTRACTOR. The following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records or financial statements of the audit client
 - ✓ Financial information systems design and implementation
 - ✓ Internal audit outsourcing services
 - ✓ Management functions or human resources
 - ✓ Investment adviser or investment banking services
 - ✓ Legal services and expert services unrelated to the audit



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E. REPORTING FRAUD/MISCONDUCT

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

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

Reportable conditions must be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail, e-mail, or online to:

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

F. RESOURCES

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

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



AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

G. HANDBOOK ADMINISTRATION AND INQUIRIES

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

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

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

Bank Reconciliation Example

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

Balance Per Bank Statement			\$ 35,000.00	
Add:	Deposit(s) in Transit		\$ 4,000.00	
	Bank Service Charge (erroneously posted -- to be reversed next month)		\$ 20.00	[1]
Less:	Outstanding Checks			
	#100	\$ 1,000.00		
	#101	\$ 500.00		
	#102	\$ 500.00	\$ (2,000.00)	
	Bank Posting Error (to be reversed next month)		\$ (120.00)	[1]
Adjusted Bank Balance			<u>\$ 36,900.00</u>	
Balance Per Book			\$ 36,950.00	
Less:	Bank Charges	\$ 40.00		
	Post Error	\$ 10.00	\$ (50.00)	[1]
Adjusted Book Balance			<u>\$ 36,900.00</u>	

Prepared by: _____ Date _____

Reviewed by: _____ Date _____

[1] Reconciling items.

Liquid Assets Log Example

Liquid Asset Disbursement/Usage Log

Type: Gift Cards to ABC, Inc. Grocery Store

January 202X

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

Liquid Asset Custodian Signature

Date _____

Liquid Asset Log Reviewer Signature

Date _____

Indirect Cost Allocation Methods Examples

D.1 - Simplified Allocation Method Example

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

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

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

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

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

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

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

D.2 - Direct Allocation Method Example

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

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

Step 1: Separate costs into three basic categories:

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

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

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

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

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

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

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

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

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

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

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

D.3 - Multiple Allocation Base Method Example

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

- (1) *Modified total costs (MTC) are the modified total direct costs (MTDC) plus allocated indirect costs. MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 (effective October 1, 2024) of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000 (effective October 1, 2024).*

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

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

Facilities

- Depreciation
- Interest
- Operation and Maintenance Expenses

Administration

- General Administration and General Expenses

Indirect Facilities Costs

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

Indirect Administration Costs

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

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

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

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

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

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

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

Step 5: Calculate the total indirect administration costs.

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

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

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

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

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

D.4 - Negotiated Indirect Cost Rate Example

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

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

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

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

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

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

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

D.5 - De Minimis Rate Example

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

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

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

⁽¹⁾ MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 (effective October 1, 2024) of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000 (effective October 1, 2024).

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

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

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

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

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.

☐

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

OR

☐

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

Signature:

Date:

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:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Nadeem Ahmad
Departmental Information Security Officer
12447 Imperial Hwy
Norwalk, CA 90650
(562) 345-6606

- 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 \$5 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.

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
10. Beds by SPA
11. Line-Item Budget and Budget Narrative
12. Business Proposal Narrative
13. Proposer's Involvement in Litigation and Contract compliance Difficulties
14. Declaration

REQUIRED FORMS – Exhibit 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

1	Select the options that best define 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 if 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	
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 as 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

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.	

REQUIRED FORMS – Exhibit 2

CERTIFICATION OF COMPLIANCE

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

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u>	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	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) _____	<u>Board Policy 5.065</u>	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/Grow Participants	<u>Board Policy 5.050</u>	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/GROW participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	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	<u>LACC 2.206</u>	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption:

REQUIRED FORMS – EXHIBIT 3

REQUEST FOR PREFERENCE CONSIDERATION

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

☐	PREFERENCE NOT REQUESTED

OR

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

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		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
American Indian			%	%	
Filipino			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		☐ 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 and will comply with 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 must have a minimum of four (4) years of experience, within the last seven (7) years, as a transitional housing provider or four (4) years of experience providing case management services to Transition Age Youth/ (Foster/Probation Youth). The experience must include the provision of housing, educational, and employment support services to youth.	☐	☐
2	Proposer's program must be clearly distinguishable from programs that are required to be licensed as an Adult Residential Facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).	☐	☐
3	Proposer must submit an ILP-THP Program Implementation Provider Plan, which must be approved by DCFS. The provider plan must follow the guidelines specified in Appendix E, County of Los Angeles ILP-THP Program Implementation Provider Plan Guidelines, of the RFP.	☐	☐
4	The proposer must be able to service all beds in the SPA or SPAs for which they are submitting a proposal for.	☐	☐
5	Proposer must be a non-profit organization or a public entity and be tax exempt under 501 (c) (3) of the Internal Revenue Code. Proposer must have ruled an exempt entity by the Internal Revenue Service (IRS) for a period of at least two (2) years prior to the proposal due date for this RFP.	☐	☐

6	Proposer must submit an audited financial statement current within the last eighteen (18) months	☐	☐
7	Proposer must have a determination of Exemption letter from the State of California Franchise Tax Board indicating recognition of Proposer's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701	☐	☐
8	If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	☐	☐
9	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.	☐	☐
10	Proposer must be registered to do business with the office of the California Secretary of State. A certified original copy of the Statement of Information shall be included in the submission of the proposal. County's Quality Assurance Plan	☐	☐

REQUIRED FORMS - Exhibit 7
LIST OF REFERENCES

Proposer's Name: _____

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

SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(45 C.F.R. PART 76)**

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

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Vendor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Vendor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Vendor further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Vendor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Vendor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Vendor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its proposal in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this solicitation.

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

Vendor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

INDEPENDENT LIVING PROGRAM-TRANSITIONAL HOUSING PROGRAM (ILP-THP) BEDS BY SPA

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above- identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

(ILP-THP) FOR NON- MINOR DEPENDENTS	Price Per Unit of Service
Agency Name SPA Contractor must not exceed the maximum capacity of participants per month	\$3,000 per month per ILP-THP participant.

Service Planning Area (SPA)	Number of Contracts	Number of Beds
SPA1	Contract # 1	8
SPA2	Contract # 2	8
SPA3	Contract # 3	12
SPA4	Contract # 4	8
SPA5	Contract # 5	4
SPA6	Contract # 6	14
SPA7	Contract # 7	16
SPA8	Contract # 8	5
Total contracts: Eight (8) Contracts		Total beds 75

Print Name and Title:

Authorized 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 Part I, Subsection 6.11, of the Contract)

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

Total Insurance/Misc. S & S \$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

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

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

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

TOTAL MONTHLY COSTS \$ _____

** Attach a List of Cost Item Narratives

GENERAL INSTRUCTIONS FOR COMPLETING YOUR BUDGET NARRATIVE

(See SAMPLE Budget Narrative Below)

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

GENERAL INSTRUCTIONS:

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

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

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

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

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

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

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

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

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's background and experience specific to item 8.5.1.1.

Describe your agency's background and experience in providing services equivalent or similar too the services identified in RFP, Exhibit A, Statement of Work (SOW).

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.1.1 Continued

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's background and experience specific to item 8.5.1.1

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 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.1.1 **Continued**

REQUIRED FORM - Exhibit 12

ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.1

Describe your organization's unique features for the ILP-THP program plan and how it will enhance the ability to provide quality services to the ILP-THP participants and the County?

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.1 Continued

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.2

Describe your organization's experience in developing and sustaining collaborative relationships with other organizations and how it will help participants in the ILP-THP program.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.2 **Continued**

REQUIRED FORM - Exhibit 12

ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.3

Describe how your organization will ensure the success of each participant's transition from dependence to self-sufficiency through supervised housing and supportive services, as stated in the SOW?

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.3 Continued

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.4.

Describe the training your organization will provide for its employees who will work under this contract, as outlined in the SOW.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.4 Continued

REQUIRED FORM - Exhibit 12

ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to item 8.5.2.5

Describe what furniture and appliances will be available to the ILP-THP participants when they move in, and for the duration of their participation in the ILP-THP program.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.5 **Continued**

REQUIRED FORM - Exhibit 12

ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 8.5.2.6.

Describe how your organization will ensure that the housing site, furniture, and appliances are maintained in good physical and operational condition throughout the participant's stay in the program.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.6 Continued

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 8.5.2.7.

Describe how your organization will enhance or exceed expectations in performing each service task related to Property Management and Case Management as outlined in the SOW.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.7 Continued

REQUIRED FORM - Exhibit 12

ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 8.5.2.8.

Describe how your organization will assist participants with pursuing the goals of the Supportive Transitional Emancipation Program-Transitional Independent Living Plan (STEP-TILP), and how the organization will ensure that the participants participate in the goals as outlined in the SOW.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.8 Continued

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 8.5.2.9.

Describe how your organization will provide employment support with the goal of the youth having a living wage that is sufficient for them to maintain self-sufficiency at the time of exit from the program, as outlined in the SOW.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.9 Continued

REQUIRED FORM - Exhibit 12

ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 8.5.2.10.

Describe how your organization will provide educational support with the goal of the participants completing their high school diploma or GED Certificate, and seeking post-secondary education, as outlined in the SOW.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.10 Continued

REQUIRED FORM - Exhibit 12

ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 8.5.2.11.

Describe how your organization will provide assistance and support to ensure that the participants exit the program to permanent housing.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.11 Continued

REQUIRED FORM - Exhibit 12

ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's approach to providing required services specific to items 8.5.2.12.

Describe how your organization will meet the performance standards listed in the Performance Requirement Summary (PRS).

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.2.12 Continued

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's Quality Assurance Plan specific to item 8.5.3.1.

Describe how your organization will monitor the contract to ensure contract requirements. Please include: 1) the specific activities to be monitored, 2)the methods and frequency of monitoring, 3) the personnel involved, including their title and qualifications.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.3.1 **Continued**

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's Quality Assurance Plan specific to item 8.5.3.1.

Describe what documentation methods your organization will use to record monitoring results, including any corrective actions taken. Please also provide samples of the forms that will be used in the monitoring process.

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.3.1 Continued

REQUIRED FORM - Exhibit 12

ILP-THP Services Request for Proposals #25-0057 Narrative Form

Provide a narrative that demonstrates the organization's Quality Assurance Plan specific to item 8.5.3.2.

Describe your organization's protocol to ensure uninterrupted services to ILP-THP clients in the event of a work stoppage or emergent staffing shortage due to illness, vacation/absences, a pandemic, or other emergencies?

REQUIRED FORM - Exhibit 12
ILP-THP Services Request for Proposals #25-0057 Narrative Form

8.5.3.2 **Continued**

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

REQUIRED FORMS – EXHIBIT 14

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN **EXHIBITS 1 - 14** IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	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: _____ Date Solicitation Released: _____

Reviewed by: _____

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.

COUNTY OF LOS ANGELES ILP-THP IMPLEMENTATION
PROVIDER PLAN GUIDELINES

ILP-THP Implementation

All prospective ILP-THP Providers must submit a County of Los Angeles ILP-THP Implementation Provider Plan.

THE PLAN SHALL ALSO INCLUDE:

- A statement describing the Proposer's purpose and mission.
- A description of the population to be served.
- A description of the participant application process and the selection criteria.
- A detailed list and description of all supportive services to be provided.
- A contract between the provider and the participant that sets out the specific responsibilities of each and the participant's rights. Describe the provisions of the contract, and submit a copy of the contract along with the Provider Plan.
- A plan for monitoring housing units and policy regarding damage reimbursement of housing unit by the participant. Submit a copy of the policy as an attachment to the Provider Plan.
- A description of provider's policies and procedures that demonstrate compliance with separation of property management and case management functions.
- A description of the provider's policies regarding employment criteria, including criminal background checks and consideration of the employee's drug or alcohol history, experience working with individuals in the target population's age range; and the employee training program.
- The provider's policies regarding the participant's:
 - o Education requirements
 - o Work requirements
 - o Savings requirements
 - o Personal safety
 - o Visitors
 - o Emergencies, including participant medical emergencies.
 - o Medical requirements, including if medical or dental examinations are required for the participants.
 - o Disciplinary measures
 - o Child care

- o Pregnancy
- o Curfew
- o Apartment cleanliness
- o Budgeting
- o Care of furnishings
- o Cars
- o Lending or borrowing money
- o Dating
- o Ground rules for termination and due process for participant
- o Disposition of furnishings when a participant completes the program
- o Decorating of apartments/housing unit including what items the participants will be allowed to retain

Each ILP-THP agency's program plan shall, at a minimum, ensure that:

- (1) The program will only serve eligible participants as defined in MPP Section 30-900.13.
- (2) The program shall not discriminate on the basis of race, national origin, gender, sexual orientation, or disability (Welfare and Institutions Code Section 16522.1(a)(1)) and that youth who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- (3) The agency shall, with the assistance of a county designee, assist each participant to complete the Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP/TILP) form designed by the County.
- (4) The program describes how it will assist participants to live independently and to accomplish the goals described in their STEP/TILP.
- (5) The STEP/TILP is reviewed and updated at least annually by the participant, the county designee, and other appropriate individuals and as needed to reflect necessary changes.
- (6) Participants shall be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- (7) The housing has reasonable transportation access to schools, employment appropriate supportive services, shopping and medical care.

- (8) All agencies shall provide employees training and ensure that all agency employees are trained and capable of working with former foster youth.
- (9) Criminal record clearances shall be required for all agency employees.
- (10) Programs shall comply with applicable federal, state, and local housing laws and fire clearance requirements.
- (11) Participants will not share bedrooms, unless approved by the County Program Manager. No more than two participants shall share a bedroom.
- (12) Participants have the right to be free from arbitrary or capricious rules; the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result); and the right to a grievance procedure.
- (13) Participants' right to confidentiality is respected. This right applies to the dissemination, storage, retrieval and acquisition of identifiable information. The agency shall not release information about a tenant's receipt of services without a written release from the tenant.
- (14) Participants' right to privacy is respected. Information shall be requested from the tenant only when the information is specifically necessary for the provision of services. Tenants shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- (15) The functions of property management and service provider shall not be blended. The program plan shall clearly define the roles and responsibilities of each part of the organization.
- (16) The agency shall comply with California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.).
- (17) If medical services are needed by participants, these services shall be provided by a medical professional or an appropriately licensed (or otherwise legally operating - e.g. county) clinic or adult day health center that may offer services off-site or through a home visit program, including services which are made available on a regularly scheduled basis on-site.
- (18) Participants are given a choice regarding what services to access and the location of the services (on-site or offsite), as long as the goals of the STEP/TILP are being met.

- (19) The ILP-THP program is clearly distinguishable from those that are required to be licensed as an Adult Residential Care facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- (20) Applicable provisions of Welfare and Institutions Code Section 16522.1 are incorporated.
- (21) Any participant funds retained by the provider on behalf of the tenant shall be deposited in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the program, or earlier, if permitted by the ILP-THP program guidelines.

ILP-THP IMPLEMENTATION PROVIDER PLAN FORMAT

Proposers shall submit a plan that is typewritten on 8½" x 11" white bond paper in 12 pt. Arial or Times New Roman font, OR use the Provider Plan template*.

The original Provider Plan and one copy shall be secured in separate binders with labels that include the proposer's name, the title: ILP-THP Implementation Provider Plan, and the RFP number. The binders must be submitted along with the proposal.

***Please note that plans submitted on the template must include at a minimum, all of the components referenced on this Appendix P.**

ILP-THP Program Implementation Process

The purpose of the ILP-THP implementation process is to ensure that youth participants are living in high-quality housing and receiving each of the 15 supportive services required by the program to make a safe, supported transition from the foster care and juvenile probation systems. Additionally, this process ensures that youth are being treated fairly and consistently across programs and across the state.

All potential ILP-THP providers must apply through the county Request for Proposal process and include written documentation and site visit verification. Guidance for both parts of this process is provided below.

1. Written Documentation of Certification Requirements

The first step is for the provider to document its compliance with each of the 36 program requirements of ILP-THP. This includes developing a “program implementation binder” which consists of a table of contents listing the 36 program requirements followed by individual tabs. Behind each of these tabs, the ILP-THP provider places the section of its Policies and Procedures that pertain to the individual implementation requirement.

For example, ILP-THP requires that providers have a non-discrimination policy. This requirement reads as follows:

Non-discrimination

The program will not discriminate based on race, gender, sexual orientation, or disability, and youth receiving psychotropic medications will not be automatically excluded.

To document its compliance with this program implementation requirement, the provider would include the section of the program implementation binder its policies and procedures that state it is non-discriminatory, as required above. For this reason, it is critical that the selected ILP-THP program has fully developed its program policies and procedures, and referred to the 36 requirements to ensure all elements are addressed by their program.

2. Site Visit Verification

In addition to reviewing written documentation of the ILP-THP provider’s compliance with the 36 program requirements, it is advisable for the county social service agency to conduct site visits to verify that those written requirements are the practice of the ILP-THP provider, and not simply the written policy. It is recommended that the site visit is conducted by the ILP-THP contact person in the county social services agency, who is most informed about the requirements of the program and the goals it aims to achieve.

Provided below are five activities to be conducted at site visits. The site visits may occur in multiple stages, or may be scheduled for a single visit.

1. Review of Requirements with ILP-THP Provider

- Purpose: ILP-THP contact person for the social service agency reviews each of the 36 program requirements with representatives from the ILP-THP program and

hears directly from them about how they are implemented. Program forms are reviewed as to learn how the program requirements are made operational within the program.

- Frequency: Annually, usually upon renewal of the ILP-THP contract. In the case of a multi-year contract, an interim program review should be conducted.

2. Rental Unit Inspection:

- Purpose: Periodically inspecting individual units will ensure that rental units meet safety standards and are located in good neighborhoods with community amenities, such as access to public transportation and retail.
- Frequency: Rental unit inspection is conducted on an annual basis for 25% of leased units selected on a random basis with 24 hours prior notification.

3. Client Satisfaction Survey:

- Purpose: This gauges the level of satisfaction of youth participating in ILP-THP and is an important complement to quantitative measures collected in the monthly program report. Questions regarding specific requirements can be included in the client satisfaction survey to verify that providers are meeting the requirements.
- Frequency: At least annually

4. Youth Focus Groups:

- Purpose: Focus groups provide a valuable opportunity to hear directly from youth about their program experiences, both positive and negative. To encourage candor, program staff members should not be present for the focus group. The focus group should include a diverse set of youth representing various perspectives and be led by an experienced youth facilitator.
- Frequency: At least annually

[PROVIDER NAME]

Independent Living Program – Transitional Housing Program
Plan for Implementation in **[County Name]** County

Prepared by
[Name, Title]
[Date]

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[right click, and select 'update fields' to update table]

I.	Purpose of the Program & Mission of [Provider]	3
II.	Population to be Served	3
III.	Services Provided by [Provider]	3
IV.	Rights of [Provider] Participants	3
V.	Policies of the Program	3
VI.	ILP-THP Rates & Service Levels	4
VII.	Reporting Requirements	4

I. Purpose of the Program & Mission of [Provider]

[Provide a statement describing the purpose and mission.]

II. Population to be Served

[Provide a statement of the target population of the program, and its relationship to the county. Discuss utilization of the ILP-THP Transitional Independent Living Plan.]

[Discuss admission criteria for the program.]

[Include the following statement, affirming the Provider's commitment to non-discrimination, and the goal of least restrictive setting:]

[Provider] does not discriminate on the basis of race, gender, sexual orientation, or disability and provides a safe and adequate residence and allows participants maximum amount of independence and self-sufficiency.

III. Services Provided by [Provider]

[Part I: Provide goal statement and a detailed list of all Supportive Services and Subsidies to be provided.]

[Part II: State services to be provided in accordance with Welfare and Institutions Code Section 16522.1, §(h) (1)-(21). These are also included in the Certification materials.]

IV. Rights of [Provider] Participants

[List all rights to which the participant is entitled, including those required by CDSS. According to the California Manual of Policies and Procedures, Section 30.920.]

V. Policies of the Program

[Provider] adheres to the following policies, as required by the ILP-THP regulations.

- Compliance with California landlord-tenant law and/or the Transitional Housing Misconduct Act.

- Criminal background checks for all provider employees.
- Compliance with applicable federal, state, and local housing laws and fire clearance requirements.
- Housing to participants that provides reasonable transportation access to schools, employment, and medical care.
- Compliance with occupancy requirements that limit the number of THP Plus participants who share a bedroom to two.
- Compliance with the requirement that the functions of property management and service provider will not be blended.

VI. ILP-THP Rates & Service Levels

[State the fiscal year dates, the number of youth and the rate the county has confirmed for the provider. State the resulting total program budget. If available, attach a separate budget spreadsheet.]

VII. Reporting Requirements

[State the frequency with which the provider will report data to the County. Indicate at a summary level the type of information to be reported. If available, attach a sample report.]

[PROVIDER NAME]
ILP-THP Program Materials

Submitted to [COUNTY]
[DATE]

Implementation Checklist

All ILP-THP providers must submit documentation that they are in compliance with the requirements of the program as set out California in Welfare and Institutions Code Section 16522.1, §(h) (1)-(21) Provided below are the 36 requirements immediately followed by the adopted policies of [PROVIDER NAME] demonstrating compliance with these requirements.

Welfare and Institutions Code

1. Eligibility
2. Non-discrimination
3. Separate property management and service provider functions
4. Participant application and selection criteria
5. Monitoring placements
6. Education requirements
7. Work requirements
8. Savings
9. Personal safety
10. Visitors
11. Emergencies
12. Medical requirements
13. Disciplinary measures
14. Child care
15. Pregnancy
16. Curfew
17. Apartment cleanliness
18. Budgeting
19. Care of furnishings
20. Cars
21. Lending or borrowing money
22. Dating
23. Ground rules for termination

TILP Requirements

24. Complete TILP goals and activities
25. TILP updates
26. Evaluate progress with TILP goals

Tenant Rights

27. Due process
28. Free from arbitrary and capricious rules
29. Right to confidentiality
30. Right to privacy
31. Participant – Provider contract

Housing statutes

32. Fair housing

33. Housing laws and fire clearance

Employee Regulations

34. Criminal background checks

35. Employment criteria

36. Training program

Welfare and Institutions Code

1. Eligibility

The program serves only eligible participants (eligible participants are 18 to 21 years old, have emancipated from foster care or probation, and have completed and are pursuing the goals of a County-approved TILP).

[Insert excerpt from Program policies and procedures that demonstrates compliance with eligibility requirement]

2. Non-discrimination

The program will not discriminate based on race, gender, sexual orientation, or disability, and youth receiving psychotropic medications will not be automatically excluded.

[Insert excerpt from Program policies and procedures that demonstrates compliance with non-discrimination requirement]

3. Separate property management and service provider functions

The functions of property management and service provider are separated.

[Insert excerpt from Program policies and procedures that demonstrates compliance with separation of property management and service provider functions requirement]

4. Participant application and selection criteria

The provider plan includes a description of the participant application process and selection criteria

[Insert excerpt from Program policies and procedures that demonstrates compliance with participant application process and selection criteria requirement]

5. Monitoring placements

The provider has a plan for monitoring placements

[Insert excerpt from Program policies and procedures that demonstrates compliance with monitoring placements requirement]

6. Education requirements

The provider has policies regarding education requirements

[Insert program policy regarding education requirements]

7. Work requirements

The provider has policies regarding work requirements

[Insert program policy regarding work requirements]

8. Savings

The provider has policies regarding savings requirements

[Insert program policy regarding savings requirements]

9. Personal safety

The provider has policies regarding personal safety

[Insert program policy regarding personal safety]

10. Visitors

The provider has policies regarding visitors

[Insert program policy regarding visitors]

11. Emergencies

The provider has policies regarding emergencies

[Insert program policy regarding emergencies]

12. Medical requirements

The provider has policies regarding medical requirements

[Insert program policy regarding medical requirements]

13. Disciplinary measures

The provider has policies regarding disciplinary measures

[Insert program policy regarding disciplinary measures]

14. Child care

The provider has policies regarding child care

[Insert program policy regarding child care]

15. Pregnancy

The provider has policies regarding child care

[Insert program policy regarding pregnancy]

16. Curfew & Visitor Policy

The provider has policies regarding curfew

[Insert program policy regarding curfew and visitor policy]

17. Apartment cleanliness

The provider has policies regarding apartment cleanliness

[Insert program policy regarding apartment cleanliness]

18. Budgeting

The provider has policies regarding budgeting

[Insert program policy regarding budgeting]

19. Care of furnishings

The provider has policies regarding care of furnishings

[Insert program policy regarding care of furnishings]

20. Cars

The provider has policies regarding cars

[Insert program policy regarding cars]

21. Lending or borrowing money

The provider has policies regarding lending or borrowing money

[Insert program policy regarding lending or borrowing money]

22. Dating

The provider has policies regarding dating

[Insert program policy regarding dating]

23. Ground rules for termination

The provider has policies regarding ground rules for termination

[Insert program policy regarding ground rules for termination]

TILP Requirements**24. Complete TILP goals and activities**

The provider will assist each participant to complete his or her TILP goals and activities

[Insert program policy demonstrating that provider will assist with TILP goals and activities]

25. TILP updates

The participant's TILP will be updated at least annually and as needed to reflect changes

[Insert program policy demonstrating that provider will update TILP annually or as needed]

26. Evaluate progress with TILP goals

The provider will evaluate the participant's progress with TILP goals

[Insert program policy demonstrating that provider will evaluate progress with TILP goals]

Tenant Rights**27. Due process**

Services for participants are not discontinued without due process

[Insert program policy regarding discontinuation of services for participants]

28. Free from arbitrary and capricious rules

Participants are free from arbitrary and capricious rules

[Insert program policy demonstrating that participants are free from arbitrary and capricious rules]

29. Right to confidentiality

Participant's right to confidentiality is respected

[Insert program policy demonstrating that participant's right to confidentiality is respected]

30. Right to privacy

Participant's right to privacy is respected

[Insert program policy demonstrating that participant's right to privacy is respected]

31. Participant – Provider contract

There is a contract between provider and participants that sets out specific responsibilities of each

[Insert program policy regarding participant-provider contract]

*Housing statutes***32. Fair housing**

Provider complies with state and federal fair housing laws

[Insert program policy demonstrating compliance with state and federal fair housing laws]

33. Housing laws and fire clearance

Provider complies with all federal, state, and local housing laws and fire clearance requirements

[Insert program policy demonstrating compliance with all federal, state, and local housing laws and fire clearance requirements]

Employee Regulations**34. Criminal background checks**

The provider performs criminal background checks of all employees

[Insert program policy regarding criminal background checks for employees]

35. Employment criteria

The provider adheres to strict employment criteria, including consideration of employee's age, drug or alcohol history, and experience working with persons in this age group

[Insert program policy regarding employment criteria]

36. Training program

The provider provides a training program to educate provider's employees who work directly with participants

[Insert program policy regarding employee training program]

PROOF OF CERTIFICATION
(sample; this can also communicated in a letter to the ILP-THP provider)

After review of the ILP-THP policies of [PROVIDER NAME] outlined in the materials submitted and conducting a site visit to verify that these policies are the practice of the organization, I certify that [PROVIDER NAME] has demonstrated compliance with all ILP-THP program requirements, and is certified as a ILP-THP Provider for the County of [COUNTY NAME].

[COUNTY AGENCY REPRESENTATIVE & DATE]