PATRICIA S. PLOEHN, LCSW
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

Board of Supervisors
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Fifth District

May 15, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE CONTRACTS FOR TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP-PLUS) SERVICES (ALL DISTRICTS) (4 VOTES)

RECOMMENDATION THAT YOUR BOARD:

1. Approve and instruct the Chair to execute the attached Contracts (Attachments A and B), with St. Anne's Maternity Home, and The Richstone Family Center, respectively, for the provision of Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) services. The term of the Contracts will be May 15, 2007, or date of Board approval, whichever is later, through June 30, 2008. The Maximum Contract Sum of the two Contracts for FY 2006-07 is $335,111.52; St. Anne's Maternity Home is $272,278.11 and The Richstone Family Center is $62,833.41. The Maximum Contract Sum for FY 2007-08 will be $1,267,200; St. Anne's Maternity Home is $1,029,600 and The Richstone Family Center is $237,600. The cost of the Contracts will be financed 100% by the Contractors or using State funding if available. There will be no impact on net County cost (NCC).

2. Approve the attached Request for Appropriation Adjustment (Attachment C) to increase Services and Supplies and State revenue in the Administration Budget by $335,000; and delegate authority to the Chief Administrative Office (CAO) to execute the adjustment upon final notification from the State that funding is available. This adjustment will provide the funding to reimburse Contractors for THP-Plus services when State funding become available.

3. Delegate authority to the Director of DCFS, or her designee, to execute Contract amendments, after CAO and County Counsel approval, in the event there is a change in the THP-Plus rate of reimbursement provided no NCC is required; and instruct DCFS to notify your Board and the CAO in writing within ten workdays of executing the amendments.

4. Delegate authority to the Director of DCFS, or her designee, to execute amendments to increase/decrease the Maximum Contract Sums by no more than 10% annually and in the aggregate to accommodate an increase/decrease in the number of THP-Plus participants to be served after CAO and County Counsel approval provided sufficient funding is available; and instruct the Director of DCFS to notify your Board and the CAO in writing within ten workdays of executing the amendments.

5. Delegate authority to the Director of DCFS, or her designee, to extend the Contracts by written notification to the THP-Plus providers, for up to six (6) months beyond the current expiration date, if such additional time is necessary to complete the solicitation or negotiation of a new contract, provided sufficient funding is available, after County Counsel and CAO approval; and instruct DCFS to notify your Board and the CAO, in writing, within ten workdays of executing the extensions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under the Welfare and Institutions Code (WIC) Section 11403.2 (a), the California Department of Social Services (CDSS) is designated to administer the Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus). CDSS issued an All-County Information Notice (Attachment D) indicating $1.9 million will be available to Los Angeles County for THP-Plus upon enactment of AB 845 and legislative approval of a corresponding appropriation. There is no County match requirement for this funding. St. Anne's and Richstone currently have THP-Plus programs in place; AB 845 will enable the County to reimburse these agencies for the THP-Plus programs using 100% State funding. The County has been given conditional approval to

implement a 100 bed THP-Plus program. Contractors have agreed that they will not be reimbursed for any services provided in the event the State funding is not available.

The recommended actions will enable the Department to implement a new program designed to assist emancipated youth with or without children as they move from dependency to self-sufficiency by providing housing and supportive services. These services are for emancipated Foster/Probation Youth from the ages of 18 through the day before their 24th birthday. DCFS does not have the capacity to provide these services. DCFS must, therefore, rely on available community resources for THP-Plus housing to ensure the safety and quality of care required by these emancipated youth. Without approval of the recommended actions many DCFS emancipated foster youth with or without children will not make a successful transition to adulthood. For emancipated youth with children, THP-Plus will also assist in keeping their family together thereby ensuring their children do not enter the foster care system.

Implementation of Los Angeles County's Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5 – Children and Families Well-Being. The recommended actions will ensure availability of housing resources capable of providing a higher level of care for emancipated youth, which will result in meeting the emancipated youth's social and emotional well-being, while residing in a safe environment.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum of the two Contracts for FY 2006-07 is $335,111.52; St. Anne's Maternity Home is $272,278.11 and The Richstone Family Center is $62,833.41. The Maximum Contract Sum for FY 2007-08 will be $1,267,200; St. Anne's Maternity Home is $1,029,600 and The Richstone Family Center is $237,600. The cost of the Contracts will be financed 100% by the Contractors or using State funding if available. There will be no impact on net County cost (NCC).

CDSS' Community Care Licensing (CCL) establishes the THP-Plus rates. The rate for THP-Plus shall not exceed 70% of the average Rate Classification Level (RCL) payment the County pays to group homes for foster youth 16 to 18 years old. The County's allocation is based on this rate for 100 beds.

The requested Appropriation Adjustment will increase appropriation and revenue by $335,000; no County match is required. Therefore, there will be no impact on NCC.

The funding will be incorporated into the FY 2006-07 Adopted Budget upon enactment of AB 845 and approval of corresponding appropriation by the Legislature.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2001, the California Legislature passed AB 427 (Chapter 125, Statutes of 2001) creating THP-Plus. However, counties had to participate in the Supportive Transitional Emancipation Program (STEP) in order to participate in THP-Plus. No county opted to participate, because STEP was an open-ended entitlement program and would have been costly to counties. AB 1119 delinked THP-Plus from STEP enabling counties to implement THP-Plus without participating in STEP.

The term of the Contracts with St. Anne's Maternity Home and The Richstone Family Center will be May 15, 2007, or date of Board approval, whichever is later, through June 30, 2008 for the provision of Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) services at no cost to the County. Contractors have agreed that they will not be reimbursed for any services provided in the event the State funding is not available.

These Contracts include performance outcome summaries, which align with DCFS' goals for Emancipated Foster/Probation Youth - improved safety, improved permanence, and reduced reliance on Out-of-Home Care.

Additionally, these Contracts require THP-Plus Service Providers to comply with Title VI of the Civil Rights Act of 1964 and all other applicable laws and regulations in the delivery of services.

The contract language for quality assurance allows DCFS to retain the right to inspect and conduct investigations of a THP-Plus Contractor's program operations and contract compliance without prior notice to the Provider, seven days a week, 24 hours a day. A provision is also included stating that the Providers agree to maintain and retain records on each emancipated youth participating in their program as required by California Code of Regulations and maintain accurate and complete financial records of all its activities and operations relating to the Contracts.

DCFS does not anticipate the need to exercise the final six-month extension option and will make every effort to complete the new procurement process timely to avoid the need to exercise the final six-month extension option.

Throughout the Contract Term, the Providers' performance under the Contract will be evaluated. Any failure by a Provider to comply with the terms of the Contract, including any failure to meet or exceed performance measurement targets, may result in the County's termination of the whole or any part of the Contract, and/or no new referrals.

DCFS has evaluated and determined that the Living Wage program (County Code Chapter 2.201) does not apply to the recommended Contracts.

The Contracts are in compliance with all Board and CAO requirements. County Counsel and the CAO have reviewed this Board Letter. The attached Contracts have been approved as to form by County Counsel.

CONTRACTING PROCESS

Eighty-five (85) prospective Transitional Housing service providers throughout the County were mailed notification letters announcing the release of the Request for Information (RFI) for THP-Plus services. Newspaper advertisements for the release of the RFI were also published in the Los Angeles Times, La Opinion, L.A. Sentinel, and Chinese Daily News. The RFI was released on November 3, 2005, and posted on the County's website on November 3, 2005.

Of the five responses received, three met the RFI qualifications and were found to be responsive and responsible. One prospective Provider later decided to withdraw. Contracts with the two remaining prospective Providers were in the process of being negotiated in mid-2006 when State funding for the THP-Plus program for Los Angeles County was eliminated.

DCFS has verified that these Providers have no uncorrected deficiencies, as identified in program and fiscal audits, that require immediate remediation.

IMPACT ON CURRENT SERVICES

Acceptance of the additional State funding will enable the Department to provide THP-Plus services throughout the County. Currently, there are no State or County funded THP-Plus services in the County. Some emancipated foster youth, with or without children, are unable to complete high school or other education or training programs due to ongoing trauma from parental abuse or neglect, and gaps in their educational achievement stemming from original removal and subsequent changes in placement. The effects of these situations are often compounded due to unstable housing or

homelessness. THP-Plus services will provide a safe living environment while helping youth achieve self-sufficiency.

CONCLUSION

Upon approval of this request, instruct the Executive Office/Clerk of the Board to send an adopted stamped copy of the Board Letter and attachments to:

1. Department of Children and Family Services, Attention: Walter Chan, Manager, Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, California 90020.

2. County Counsel, Attention: David Beaudet, Deputy County Counsel, 648 Kenneth Hall of Administration, 500 W. Temple Street, Los Angeles, California 90012.

3. Department of Children and Family Services, Attention: Tito Barin, Budget Officer, 425 Shatto Place, Room 203, Los Angeles, California 90020.

Respectfully submitted,

PATRICIA S. PLOEHN, LCSW
Director

PSP:SK:WC:RML:cc

Attachments (4)

c: Chief Administrative Officer
Auditor-Controller
Robert E. Taylor, Probation Department

ATTACHMENT A

TRANSITIONAL HOUSING PROGRAM

FOR

EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus)

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ST. ANNE'S MATERNITY HOME

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

MAY 2007

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PROGRAM FOR
EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus) CONTRACT

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LIST OF ATTACHMENTS:

Attachment A	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment C-2	CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement
Attachment D	CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR'S Administration
Attachment J	COUNTY'S Administration
Attachment K	Charitable Contributions Certification
Attachment L	CONTRACTOR'S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

Attachment M	Assembly Bill No. 845
Attachment N	ACIN NO. 1-07-07 & 1-07-07E
Attachment O	Acknowledgement Form

EXHIBIT E: SEMI-ANNUAL EXPENDITURE REPORT

Contract Number: _____

COUNTY OF LOS ANGELES
TRANSITIONAL HOUSING PROGRAM FOR
EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus) SERVICES

Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) (Hereinafter Referred To As "Contract").

This Contract is made and entered into this ____ day of _____ 2007, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

ST. ANNE'S MATERNITY HOME
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 COUNTY desires to provide transitional housing opportunities for emancipated foster/probation youth, from age 18 through the day before their-24th birthday, by providing a safe living environment while helping youth achieve self-sufficiency; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary due to the fact that some former foster youth are unable to complete high school, other education, or training programs due to ongoing trauma from parental abuse or neglect, and the effects of these situations are often compounded due to unstable housing or homelessness; and

WHEREAS, pursuant to the provisions of Welfare and Institutions Code (WIC) Section 11403.2 (a), the California Department of Social Services (CDSS) is designated to administer the Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) for THP-Plus participants who are age 18 through the day before their 24th birthday; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Change Notices and Amendments" and signed by both parties.

1.2 Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M, N and O set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Attachment A	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgment and Confidentiality Agreement
Attachment C-2	CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement
Attachment D	CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook

Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR'S Administration
Attachment J	COUNTY'S Administration
Attachment K	Charitable Contributions Certification
Attachment L	CONTRACTOR'S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment M	Assembly Bill No. 845
Attachment N	ACIN NO. 1-07-07 & 1-07-07E
Attachment O	Acknowledgement Form

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

A. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

B. "CONTRACTOR" – means a non-profit corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

C. "Corrective Action Plan" or "CAP" – A CAP serves as the CONTRACTOR'S commitment to remedy deficiencies in response to findings uncovered in investigations.

D. "COUNTY" – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.

E. "COUNTY'S Program Manager" (CPM) – means 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.

F. "Day" or "Days" – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.

G. "DCFS" - means COUNTY'S Department of Children and Family Services

H. "Director" - means COUNTY'S Director of Children and Family Services or his or her authorized designee.

I. "Expended Funds" or "Expended" or "Expenditures" – means THP-Plus funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and services of THP-Plus participants. Expended funds must be reasonable and allowable in accordance with Part I: Unique Terms and Conditions, Section 10.0, Use of Funds, Subsection 10.3 of this Contract.

J. "Fiscal Year (s)"- means the twelve (12) month period beginning July 1st and ending the following June 30th.

K. "Net County Costs" – means services or expenditures paid by the County from the County General Fund.

L. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

M. "Real Property" – Land and anything growing on, attached to, or erected on it.

N. "Start-up Costs" – shall be defined as a one-time costs incurred by the CONTRACTOR to be claimed from the State as an assistance for the development and expansion of THP-Plus program. Such costs should include rental deposits, security deposits, set-up costs of utilities, furnishings and bedding.

O. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

P. "THP-Plus" – means Transitional Housing Program for Emancipated Foster/Probation Youth.

Q. un-Expended Funds" or "un-Expended" means THP-Plus funds, received through this Contract, which are retained and not spent by CONTRACTOR in accordance with Part I: Unique Terms and Conditions, Section 10.0, Use of Funds, Subsection 10.5 of this Contract.

2.0 FUNDING FOR THE CONTRACT

Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) Services is funded with state-only funds; therefore, this is a **no Net County Cost (NCC) Contract**. The State will fund one hundred percent (100%) of the cost, contingent upon the enactment of Assembly Bill (AB) 845 (Attachment M)

and legislative approval of a corresponding appropriation. (Please refer to California Department of Social Services (CDSS) All County Information Notice (ACIN) No. 1-07-07 & 1-07-07E, Attachment N).

3.0 PARTIES TO THE CONTRACT

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and ST.ANNE'S MATERNITY HOME, hereinafter referred to as "CONTRACTOR."

4.0 TERM AND TERMINATION

4.1. The term of this Contract shall commence on May 15, 2007 or date of Board approval, whichever is later and shall continue through June 30, 2008, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

4.2 The COUNTY shall have the sole option to extend the Contract term for a period not to exceed six (6) months beyond June 30, 2008, if such additional time is necessary to complete the negotiation or solicitation of a new Contract for a maximum total Contract term of 1 year and 7-1/2 months. Such option and extension shall be exercised at the sole discretion of the Director of DCFS, by written notice to the CONTRACTOR, provided that approval of County's Chief Administrative Office (CAO) is obtained prior to any such extension.

4.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit D, Attachment J, County's Administration.

5.0 CONTRACT SUM

5.1 COUNTY and CONTRACTOR agree that in the event the State of California fails to pay the COUNTY/DEPARTMENT OF CHILDREN AND FAMILY SERVICES claim for THP-Plus services provided by the CONTRACTOR, the COUNTY is not financially liable to the CONTRACTOR. This Section's provision shall also apply to CONTRACTOR'S claim for Start-Up Costs as mentioned in Part I: Unique Terms and Conditions, Section 7.0, One-Time Start-Up Costs.

5.2 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B-1, Pricing Schedule.

5.3 CONTRACTOR shall 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 entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

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

5.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.6 The maximum amount payable under this Contract, for each of the contract years, after initial start-up costs, shall not exceed ONE MILLION TWENTY NINE THOUSAND SIX HUNDRED Dollars ($1,029,600), hereinafter referred to as "Maximum Annual Contract Sum". The total amount payable under this Contract is ONE MILLION THREE HUNDRED ONE THOUSAND EIGHT HUNDRED SEVENTY EIGHT & 11/100 Dollars ($1,301,878.11) hereinafter referred to as "Maximum Contract Sum". The Start-Up Costs shall not exceed ONE HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED TWENTY FIVE DOLLARS ($139,425), and shall be included in the Maximum Contract Sum.

5.7 CONTRACTOR shall not exceed the maximum capacity of 39 THP-Plus participants per month.

5.8 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable

CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.9 Time is of the essence with regards to CONTRACTOR'S performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

6.0 INSURANCE REQUIREMENTS

6.1 General Insurance Requirements

Without limiting CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

6.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

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

Such certificates or other evidence shall:

6.1.1.1 Specifically identify this Contract;

6.1.1.2 Clearly evidence all coverage required in this Contract;

6.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;

6.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured's for all activities arising from this Contract; and

6.1.3 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

6.1.4 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

6.1.5 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

6.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

6.1.6.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such

report shall be made in writing within 24 hours of occurrence.

6.1.6.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.

6.1.6.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

6.1.6.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

6.1.7 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

6.1.8 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

6.1.8.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

6.1.8.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

6.2 Insurance Coverage Requirements:

6.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

6.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

6.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

7.0 ONE-TIME START-UP COSTS

7.1 CONTRACTOR shall be reimbursed for start-up costs to develop and expand their THP-Plus program, pursuant to AB 845 (2007). Welfare and Institutions Code (W&IC) Section 16522.1(h) provides the authority to allocate funds to assist providers with the following start-up costs:

- Rental deposits
- Security deposits
- Set-up cost of utilities
- Furnishings
- Bedding

7.2 CONTRACTOR shall submit a Start-Up Budget in accordance with Exhibit B, Start-Up Budget which is attached hereto and incorporated by reference herein. As mentioned in Exhibit B, CONTRACTOR'S Budget must be based on actual cost but not to exceed Three thousand five hundred seventy five dollars ($3,575.00) per bed.

7.3 CONTRACTOR shall submit a Start-Up Report in similar format to Exhibit B-4 (Start-Up Report) to reflect how much Start-Up Costs was actually incurred as mentioned in Subsection 7.1 and Subsection 7.2 **on or before May 30, 2007.**

8.0. INVOICES AND PAYMENTS

8.1 CONTRACTOR shall submit an invoice, together with Exhibit B-4, (Actual Start-Up Costs Incurred) in duplicate, for the Start-Up Costs incurred as mentioned in Sub-section 7.1 **on or before May 30, 2007**. For THP-Plus services rendered for the month of May 2007, the invoice shall be submitted on or before June 8, 2007. For THP-Plus services rendered from June 1, 2007 through June 15, 2007, the invoice shall be submitted by June 18, 2007. For THP-Plus services rendered from June 16, 2007 through June 30, 2007, an invoice for the estimated amount shall be submitted by June 18, 2007.

8.2 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of the Contract. The CONTRACTOR'S payments shall be as provided in Exhibit B-1, Pricing Schedule, and the CONTRACTOR shall 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 payments shall be due to the CONTRACTOR for that work.

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

8.4 If the State fails to reimbursed the COUNTY'S claim for THP-Plus services and Start-up-Costs, and the COUNTY has already paid the CONTRACTOR for such services and/or Start-Up Costs, CONTRACTOR shall return to COUNTY all payments made corresponding to THP-Plus services including Start-Up-Costs. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification from the COUNTY.

8.5 CONTRACTOR, with prior approval of COUNTY, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum for each year between the approved budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the five percent (5%)

maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

County of Los Angeles,
Department of Children and Family Services
Attention: Bedrae Davis, Program Manager
3530 Wilshire Blvd. Suite 400
Los Angeles, CA 90010

And a duplicate copy of the Budget modification request to:

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

8.6 CONTRACTOR'S invoices shall be priced in accordance with Exhibit B-1, Pricing Schedule.

8.7 CONTRACTOR'S invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

8.8 CONTRACTOR shall submit an invoice (Exhibit C, Monthly Invoice) in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) Days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall 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 shall 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 shall also apply to the submission of the CONTRACTOR'S final invoice.

8.9 All invoices, including invoice for Start-Up Costs, under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original invoices to:

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

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Bedrae Davis, Program Manager
3530 Wilshire Blvd., 4th floor
Los Angeles, California 90010

8.10 All invoices, including claims for Start-up Costs, 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 shall the COUNTY be liable or responsible for any payment prior to such written approval.

8.11 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html

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

8.13 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number.

8.14 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of 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. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall 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 CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall 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.

8.15 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

8.16 Payment to CONTRACTOR for services performed will be made only if the State will pay the claim for THP-Plus services submitted by the COUNTY/DCFS. COUNTY has no obligation to pay the CONTRACTOR if the State fails to pay COUNTY/DCFS for these specific services. This Section's provision shall also apply to CONTRACTOR'S claim for Start-Up Costs as mentioned in Part I: Unique Terms and Conditions, Section 6.0, One-Time Start-Up Costs.

8.17 In the event that COUNTY identifies an excess payment made to CONTRACTOR, and/or any other excess funds issued by COUNTY on behalf of THP-Plus participant during the term or within five (5) years after expiration of this contract or contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute a contract to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

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

In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR will notify COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above.

8.18 If CONTRACTOR registers a notice of dispute pursuant to Section 8.17, the Division Chief will evaluate the adequacy of the CONTRACTOR'S written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR'S written response, DCFS will provide CONTRACTOR

with DCFS' written response, which sets forth the required DCFS Corrective Action Plan. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days via first class mail to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR'S response to the DCFS CAP and issue a final required DCFS Corrective Action Plan within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to withhold placement of additional THP-Plus participants.

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

8.20 Provided that COUNTY shall remove all THP-Plus participants on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

8.21 County shall hold payment of all the invoices submitted by the CONTRACTOR, **for services rendered for FY 07/08**, until the enactment of Assembly Bill (AB) 713 and legislative approval of a corresponding appropriation by the State as mentioned in Part I: Unique Terms and Conditions, Section 2.0, Funding for the Contract.

9.0 CONTRACTOR'S WORK

9.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

9.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

9.3 If the State will not pay the claim of the COUNTY for THP-Plus services and Start-Up Costs, CONTRACTOR will not get paid as mentioned under

Part I, Unique Terms and Conditions, Section 5.0, Contract Sum, Subsection 5.1; and Section 8.0, Invoices and Payments, Subsection 8.16. The CONTRACTOR shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

10.0 CONFIDENTIALITY

10.1 CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

10.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

10.3 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement". The form shall be kept in the employee's personnel file and available upon request.

10.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through legal process.

10.5 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR'S or COUNTY'S Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

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

10.7 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with

all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing Services and care hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to Exhibit D, Attachment C-2, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement".

10.8 To the extent that CONTRACTOR, or any of its employees, affiliates or Subcontractors, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, or any of its employees, affiliates or Subcontractors, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of THP-Plus participants.

11.0 CONTRACTOR'S STAFF IDENTIFICATION

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

12.0 USE OF FUNDS

12.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.

12.2 CONTRACTOR shall use THP-Plus funds paid to and Expended by CONTRACTOR only for the care and Services of THP-Plus participants, in order to maintain the standards of care and Services consistent with the Statement of Work and the THP-Plus payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the then current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit E).

12.3 CONTRACTOR shall Expend THP-Plus funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THP-Plus participants. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A–122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit E). Any THP-Plus funds not Expended in accordance with the above will be disallowed on

monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Section 15.0, Dispute Resolution Procedure.

12.4 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of THP-Plus funds, paid to and expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THP-Plus participants, and to determine the appropriate disposition of unallowable Expenditures.

12.5 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR'S un-Expended funds; and (2) CONTRACTOR'S accumulated, unexpended THP-Plus funds received from COUNTY between January 1, 2007 through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to January 1, 2007 CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit E).

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than one month budgeted revenues for COUNTY'S THP-Plus Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of THP-Plus participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR'S TAUF, at the end of June 30, 2008 exceeds the TAUF Ceiling, CONTRACTOR shall return to COUNTY a Cashier's check with the Semi-Annual Report to:

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

13.0 FINANCIAL REPORTING

13.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Revenue and Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator.

13.2 The Semi-Annual Revenue and Expenditure report shall be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.

13.3 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.

13.4 In the event that the expenditure report is not filed timely, COUNTY may limit additional THP-Plus participants.

13.5 The Semi-Annual Revenue and Expenditure report and total program cost display shall be mailed to:

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

14.0 RECORDS AND INVESTIGATION

14.1 CONTRACTOR shall maintain and retain records on each THP-Plus participant as required by this contract. Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, THP-Plus participant financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, THP-Plus participant interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the THP-Plus participants record, maintained at CONTRACTOR'S offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for Needs and Services planning.

14.2 COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance without prior notice to CONTRACTOR, seven days a week, 24 hours a day. Unannounced audits and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine audits and inspections. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including but

not limited to, the U.S. Comptroller General, shall have access to and the right to inspect, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller/Department of Children and Family Services Fiscal Audit Phases, details the audit protocols followed by the A/C and DCFS during fiscal audit reviews.

14.3 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook (Exhibit D, Attachment E). CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

14.4 CONTRACTOR shall maintain and retain records on each employee and volunteer as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 5, Sections 84066, 84066.1. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR'S Certificate of Approval, and CONTRACTOR'S admission agreements for each THP-Plus participant.

14.5 All records described in Sections 14.1,14.3 and 14.4 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY’S sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

14.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR’S financial program and THP-Plus participant’s records

related to services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that THP-Plus funds have been accounted for and Expended in accordance with Part I: Unique Terms and Conditions, Section 12, Use of Funds. Methods of inspection may include, but are not limited to, the interview of CONTRACTOR'S staff, insurance agents, banks, personnel, journals, cancelled checks, timecards, personnel records, Subcontracts, space and equipment leases and other relevant books, records, worksheets and logs as appropriate for ensuring CONTRACTOR accountability of expenditures and program performance under this Contract. CONTRACTOR'S employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.

14.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including THP-Plus participants' records, and personnel records, unless prohibited by federal, state, or local laws. CONTRACTOR shall be responsible for the cost of providing photocopies to COUNTY.

14.8 In the event that an audit is conducted of CONTRACTOR specifically regarding this Contract by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S Auditor-Controller within thirty (30) Days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

14.9 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may take all appropriate action including but not limited to, withhold the placement of additional THP-Plus participant. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Section 15.0 of this Contract.

15.0 DISPUTE RESOLUTION PROCEDURE

15.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 15.0.

15.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be

performed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

15.3 Nothing in this Section 15.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ.-

15.4 CONTRACTOR shall retain all rights to appeal the COUNTY action through the filing of a claim pursuant to Los Angeles County Code, Title 4, Chapter 4.04, which pertains to all claims against the COUNTY for money or damages which are excepted by Section 905 of the Government Code from the provisions of Division 3.6 of the Government Code (Section 810 et seq.) and which are not governed by any other statutes or regulations expressly relating hereto.

15.5 As to any dispute arising out of or relating to this Contract, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to paragraph 15.4 herein, or the California Tort Claims Act (Government Code Sections 810-996.6), CONTRACTOR and COUNTY hereby waive their respective right to trial by jury **(and instead agree to trial by a judge** _____ **[please initial])** of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR. -

15.6 Nothing herein precludes the COUNTY and CONTRACTOR from mutually agreeing in writing to settle any disputes by binding arbitration or any other alternative dispute resolution procedure.

15.7 This provision shall not apply to third party claims brought by or on behalf of an individual, his/her heirs, assigns and/or successors-in-interest, based upon, or relating to, injuries allegedly sustained by that individual when he/she was a THP-Plus participant.

16.0 INDEMNIFICATION

16.1 CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents 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 or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

16.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Agreement and will bear the sole

responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Section 20.3, to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Contract.

16.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in Part II: Standard Terms and Conditions, Section 32.0, Independent Contractor Status Subsections 32.1 and 32.2.

17.0 BACKGROUND AND SECURITY INVESTIGATIONS

17.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.

17.2 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through the COUNTY conducted background clearance.

17.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to CONTRACTOR'S staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

17.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR'S Program Director

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

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

1.2 Approval of CONTRACTOR'S Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit D, Attachment J, COUNTY'S Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Part II, Change Notices and Amendments; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

- Meeting with CONTRACTOR'S Program Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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.

2.2 COUNTY'S Contract Program Monitor

The COUNTY'S Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY'S Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.2.1 Any withdrawal or change of shareholders, members, directors or other persons at the time of CONTRACTOR'S Provider's Certification (which significantly changes CONTRACTOR'S program as it existed at the time of the execution of this Contract) is an assignment requiring COUNTY consent.

4.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute COUNTY consent.

4.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.

4.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the

CONTRACTOR regarding said reduction in payment obligation should 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 shall continue to provide all of the services set forth in this Contract.

7.0 CHANGE NOTICES AND AMENDMENTS

7.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by DCFS.

7.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS.

7.4 The Director of DCFS or the County's Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Part I, Section 4.2, Term and Termination, of this Contract. The CONTRACTOR agrees that such extensions of time shall 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 shall be prepared and executed by the CONTRACTOR and by DCFS.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

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

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

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

9.1.2 As required by the COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR 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 shall implement all lawfully served wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) Days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this contract pursuant to Part II, Termination for CONTRACTOR'S Default.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit D, Attachment B.

11.0 COMPLAINTS

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

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business Days of receiving the complaint.

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

11.5 Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business Days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

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

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

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

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

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

12.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY'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, a copy of which is attached hereto as Exhibit D, Attachment G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

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

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has

received or will receive an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means 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 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

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

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

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and

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

16.0 CONFLICT OF INTEREST

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

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

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

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

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

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit D, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

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

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 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.

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

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

20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five 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.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. <u>The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.</u>

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit D, Attachment K the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR 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).

22.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit D, Attachment L in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit D Attachment L CONTRACTOR'S Obligations Under HIPAA.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

24.0 CRIMINAL CLEARANCES

24.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

24.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

24.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled

substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

25.0 EMPLOYEE BENEFITS AND TAXES

25.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

25.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

26.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

27.0 EVENTS OF DEFAULT

27.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

27.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

27.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

27.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

27.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

27.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

28.0 FAIR LABOR STANDARDS

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

29.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars ($5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY'S written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR'S firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

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

30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEPENDENT CONTRACTOR STATUS

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

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

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

32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C, "CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement". The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR'S Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

33.0 LIQUIDATED DAMAGES

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

33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Twenty Dollars ($220.00) (10% of the rate per participant per month), and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.3 This Sub-section shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY'S WEBVEN. Prior to a contract award, all potential contractors must register in the COUNTY'S WEBVEN. The WEBVEN contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY'S home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

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

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

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

38.0 NOTICE OF DELAYS

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

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit D, Attachment F.

41.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D, Attachment I, CONTRACTOR'S Administration and Exhibit D, Attachment J, COUNTY'S Administration. Addresses may be change by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.3 Any materials, data, and information not developed under this Contract, which CONTRACTOR consider to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET”, “PROPRIETARY”, or “CONFIDENTIAL”.

43.4 COUNTY will use reasonable means to ensure that CONTRACTOR’S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:

43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;

43.5.2 Any materials, data and information covered under Sub-section 43.2; and

43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY'S prior written consent.

43.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to

defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

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

45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential

information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY'S sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within 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 shall make a reasonable effort to maintain the confidentiality of such audit report(s).

46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

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

47.0 RECYCLED-CONTENT PAPER

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

48.0 SAFELY SURRENDERED BABY LAW

48.1 Contractor's Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D, Attachment H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SUBCONTRACTING

49.1 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 maybe deemed a material breach of this Contract.

49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request.

49.2.1 A description of the work to be performed by the Subcontractor;

49.2.2 A draft copy of the proposed subcontract; and

49.2.3 Other pertinent information and/or certifications requested by the COUNTY.

49.3 CONTRACTOR shall indemnify 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 CONTRACTOR employees.

49.4 CONTRACTOR shall 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.

49.5 COUNTY'S consent to subcontract shall 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.

49.6 COUNTY'S Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:

49.7.1 An executed Exhibit D, Attachment C-2, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and

49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR'S Tax Identification Number.

49.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.

49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall 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 all work required hereunder.

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

49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

50.5 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed right by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

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

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least

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;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

56.0 VALIDITY

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

57.0 WAIVER

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

58.0 WARRANTY AGAINST CONTINGENT FEES

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

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

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chairman, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

ST. ANNE'S MATERNITY HOME
CONTRACTOR

By [signature]

Name Dana Anthony "Tony Wacker

Title President/CEO

By [signature]

Name VICE PRESIDENT of FINANCE

Title YVETTE CHONG - COONTZ

95-1691306
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY [signature]
David Beaudet, Deputy County Counsel

County of Los Angeles
Department of Children and Family Services

Transitional Housing Program for
Emancipated Foster/Probation Youth (THP-Plus)

EXHIBIT A: STATEMENT OF WORK

TRANSITIONAL HOUSING PROGRAM
FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP-PLUS)

STATEMENT OF WORK

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EXHIBIT A-1: Provider Plan
EXHIBIT A-2: Transitional Housing Program - Plus Application
EXHIBIT A-3: Move-In Agreement
EXHIBIT A-4: Applicant's Authorization For Release of Information
EXHIBIT A-5: Grievance Process and Procedures
EXHIBIT A-6: Notice of Grievance Request
EXHIBIT A-7: Acknowledgement of Receipt of Grievance Policy
EXHIBIT A-8: Appeals Process and Procedures
EXHIBIT A-9: Notice of Appeal Request
EXHIBIT A-10: Acknowledgement of Receipt of Appeal Process and Procedures
EXHIBIT A-11: Participant's Verification of Homelessness
EXHIBIT A-12: Furniture Inventory Form
EXHIBIT A-13: Participant Occupancy Form
EXHIBIT A-14: Orientation Checklist
EXHIBIT A-15: Entry Assessment
EXHIBIT A-15-a: Twelve Months Assessment
EXHIBIT A-16: Youth Interview

EXHIBIT A-17: Supportive Transitional Emancipation Program – TILP (STEP-TILP)
EXHIBIT A-18: Savings Agreement
EXHIBIT A-19: Special Incident Report
EXHIBIT A-20: Monthly Report
EXHIBIT A-20a: Quarterly Report
EXHIBIT A-21: Exit Assessment
EXHIBIT A-22: Follow-Up Survey
EXHIBIT A-23: Intentionally Left Blank
EXHIBIT A-24: Intentionally Left Blank
EXHIBIT A-25: Monthly Income Log
EXHIBIT A-26: Service Delivery Sites
EXHIBIT A-27: Unit Verification Form
EXHIBIT A-28: Personal/Household Item Inventory
EXHIBIT A-29: Initial Case Plan
EXHIBIT A-30: Case Plan Update
EXHIBIT A-31: Employment Plan For Unemployed Participants
EXHIBIT A-32: Extended Medi-Cal Eligibility for Former Foster Care Children
EXHIBIT A-33: User Complaint Report
EXHIBIT A-34: Shared Housing Responsibilities – Participant/Provider Agreement
EXHIBIT A-35: Ansell-Casey Life Skills Assessment

STATEMENT OF WORK

1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. 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.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements

in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- There is no "wrong door": wherever a family enters the system is the right place.

- Families receive services tailored to their unique situations and needs.

- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY'S five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post Appeals Process and Procedures (Exhibit A-8)

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 INTRODUCTION

The County of Los Angeles, Department of Children and Family Services, provides a transitional housing program for emancipated foster youth from 18 years of age up to the day before their 24th birthday, entitled Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) for up to 24 months of cumulative service.

2.1 In 2001, the California Legislature passed Assembly Bill (AB) 427 (Chapter 125, 2001, expanded with AB 1119 (Chaptered 2002), and AB 824 (Chapter 2005) authorizing transitional housing services to emancipated foster youth over 18 years of age and under 24 years of age. The Transitional Housing Program for Emancipated Foster/Probation Youth is known as THP-Plus. However, at that time counties had to participate in the Supportive Transitional Emancipation Program (STEP). No counties opted to participate because STEP required the use of Federal Independent Living Program (ILP) funds. AB 1119 de-linked THP-Plus from STEP.

2.2 THP–Plus is a transitional housing placement opportunity for emancipated foster (DCFS/Probation) youth, from 18 years of age and under 24 years of age, who emancipated from the child welfare system and are at risk of homelessness. The program provides independent living housing and support services.

2.3 The Department of Children and Family Services (DCFS) has established the following priorities for children: (1) safety; (2) permanency; and (3)

well-being/education. Because the THP-Plus program is associated with emancipated youth, the priorities for safety and permanency do not apply.

2.4 Well-Being/Education: This priority 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 a THP-Plus setting. The Performance Outcome Summary and Service Tasks addressing this priority are found in this SOW.

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

3.0 DEFINITIONS

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

3.1 **Bathroom** shall be defined as a private room with a door, located within an apartment, condominium, Single-Family Dwelling, or college dormitories that includes a full-size sink, toilet and bathtub and/or shower.

3.2 **Budget** shall be defined as the CONTRACTOR'S itemized list of expenses that describes the use of the rate amount for the THP-Plus participants.

3.3 **Caring Adult** shall be defined as an adult who provides a safe, stable and secure type of parenting relationship with an unconditional commitment and lifelong support.

3.4 **Case Management duties** shall be defined as services designed to assist the participant with reaching their case plan goals.

3.5 **CDSS** shall be defined as the California Department of Social Services.

3.6 **Community Care Licensing (CCL)** shall be defined as the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety and quality of life each person in Community care through the administration of an effective collaborative regulatory system.

3.7 **CONTRACTOR** shall be defined as agency that has entered into contract with the COUNTY for THP-Plus services and who has been certified by the COUNTY as a Transitional Housing - Plus provider.

3.8 **Contractor Program Director (CPD)** means CONTRACTOR'S officer or employee responsible for administering the Contract in accordance with the Statement of Work.

3.9 **Corrective Action Plan (CAP)** shall be defined as a plan developed by the CONTRACTOR to correct deficiencies identified by the COUNTY Program Manager.

3.10 **County THP-Plus Certificate of Approval** shall be defined as a document issued by the COUNTY Program Manager that indicates approval and authorization of a CONTRACTOR'S Transitional Housing-Plus plan.

3.11 **County Program Manager (CPM)** shall be defined as the person designated by the COUNTY'S Program Director to manage the operations under this Contract.

3.12 **ILP** shall be defined as the Independent Living Program.

3.13 **ILP Coordinator** shall be defined as the COUNTY'S Independent Living Coordinator.

3.14 **Licensed Clinical Social Worker (LCSW)** shall be defined as an individual currently licensed from the California Board of Behavioral Science Examiners to provide clinical social work or mental health treatment services.

3.15 **Marriage and Family Therapist (MFT)** shall be defined as an individual currently licensed from the California Board of Behavioral Science Examiners to provide marriage, family, and child counseling, social work, or mental health treatment services.

3.16 **One-Stop Career Center (One-Stop)** shall be defined as the nation's public-funded resource for jobseekers and businesses. One-Stop Centers have been created to help individuals in their job search. Career counselors, computers, reference material and job leads are available at each locations. Contactor may locate the closest One-Stop in Los Angeles COUNTY via the Internet at www.laworkforce.org.

3.17 **Participant** shall be defined as an emancipated foster/probation youth who resides in the Transitional Housing Program–Plus unit.

3.18 **Project Manager** shall be defined as the individual designated by CONTRACTOR to manage the Contract operations during the term of the Contract.

3.19 **Property Management duties** shall be defined as management and maintenance of the THP-Plus living units.

3.20 **Quality Control Plan** shall be defined as a system developed by CONTRACTOR, which defines all necessary measures taken to assure that the quality of the CONTRACTOR'S services will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.

3.21 **Supportive Transitional Emancipation Program Transitional Independent Living Plan (STEP-TILP)** shall be defined as a written service delivery plan that identifies the Participant's level of functioning and contains the educational/vocational goals related to self-sufficiency and is updated annually.

3.22 **Technical Review** shall be defined as a COUNTY evaluation of a CONTRACTOR'S THP-Plus program to ensure effective implementation and Contract compliance.

3.23 **THP–Plus Participant Record Folder** shall be defined as a folder that contains reports, initial case plan, case plan updates, data, and all other information or documents required for the THP–Plus participant.

3.24 **Transitional Resource Center** shall be defined as a community center where ILP eligible youth can access community resources and services.

3.25 **Workforce Investment Act (WIA)** shall be defined as a comprehensive range of workforce development activities through statewide and local organizations.

4.0 PROGRAM MANAGEMENT REQUIREMENTS

The COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CPD.

4.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR'S performance in the day-to-day operation of this Contract.

4.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

4.3 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

4.4 The County Program Manager, responsible for daily management of Contract operation and overseeing monitoring activities, is identified as:

CPM:

Bedrae Davis
County of Los Angeles
Department of Children and Family Services
Emancipation Division
3530 Wilshire Blvd. 4th Floor
Los Angeles, CA 90010

(213) 351-0239 Fax (213) 637-0042

4.5 CONTRACTOR shall designate a Contractor Program Director (CPD) responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The Contractor Program Director is identified on the Contract, Exhibit D, Attachment I, Administration of Contract, Contractor's Administration.

4.6 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.

4.7 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and the CPD, authorized representative(s) or their designated alternates.

5.0 COUNTY'S GENERAL RESPONSIBILITIES

5.1 COUNTY shall appoint a County Program Manager (CPM) who shall be responsible for monitoring CONTRACTOR'S activities and providing technical guidance to ensure CONTRACTOR meets or exceeds program objectives and requirements.

5.2 COUNTY shall review CONTRACTOR'S Provider Plan. In addition, COUNTY shall 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 THP-Plus provider. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.

5.3 The CPM shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

5.4 COUNTY will provide CONTRACTOR with a User Complaint Report (UCR), Exhibit A-33, for every instance in which tasks defined in the SOW are not met.

5.5 DCFS shall refer to CONTRACTOR, former foster and probation youth, ages 18 through the day before their 24th birthday, who are eligible to participate in THP-Plus.

5.6 It is the sole responsibility of the designated County Program Manager to determine a youth's eligibility for services. THP-Plus Services may not be rendered to a former foster or probation youth prior to receiving approval from DCFS.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 CONTRACTOR shall ensure that their program is clearly distinguishable from those that are required to be license as an Adult Residential facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).

6.2 CONTRACTOR shall appoint a Contractor Project Director (CPD) who shall be responsible for administering and overseeing all of the services provided under this Contract. The name and phone number of the CPD and that of an alternate who is authorized to act on behalf of CONTRACTOR in the CPD'S absence shall be designated in writing under, CONTRACTOR'S Administration, Exhibit D, Attachment I, of the Contract.

6.3 The CPD shall work with the CPM to help resolve any potential areas of difficulty before a problem occurs.

6.4 The CPD shall respond within twenty-four (24) hours to all calls and/or reports regarding CONTRACTOR'S performance. The CPD or alternate shall be available to authorized COUNTY personnel during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except on legal holidays.

6.5 The CPD shall respond to any and all subsequent calls within one (1) hour.

6.6 The CPD or other manager in the employ of the CONTRACTOR shall supervise all of CONTRACTOR'S personnel assigned to work under this Contract.

6.7 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR'S authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.

6.8 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.

6.9 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel who the CPM determines has performed acts, which are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.

6.10 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.

6.11 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract and SOW.

6.12 CONTRACTOR shall comply with their Provider Plan (Exhibit A-1).

6.13 CONTRACTOR shall ensure that duties related to property management are provided/facilitated by non-case management staff and duties related to case management are provided/facilitated by case management staff.

6.14 CONTRACTOR or designee shall attend all collaboration meetings scheduled by the COUNTY.

6.15 CONTRACTOR shall be available for technical reviews as requested by the COUNTY Program Manager. Technical reviews shall be conducted annually or as determined by the COUNTY Program Manager.

6.16 CONTRACTOR shall be re-certified by the COUNTY Program Manager or designee annually.

6.17 CONTRACTOR shall collaborate with the COUNTY Program Manager to arrange and conduct annual participant focus groups.

6.18 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to child safety, well-being and permanency. CONTRACTOR shall submit a monthly, (Exhibit A-20),

quarterly, (Exhibit A-20-a) and twelve month assessment report (Exhibit A15-a).

7.0 REPORTS AND RECORD KEEPING

7.1 CONTRACTOR shall provide COUNTY with a monthly service report, and a monthly invoice. CONTRACTOR shall include in the monthly service report copies of any and all Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.

7.2 CONTRACTOR shall maintain copies of program records for a period of five (5) years after the termination of the contract. The program records shall include, but not be limited to, the following:

7.2.1 THP-Plus Participant Record Folder:

CONTRACTOR shall maintain an accurate, complete, and up-to-date THP-Plus participant record folder for each THP-Plus participant as required by this Exhibit A, Statement of Work. All records shall be in sufficient detail to permit the COUNTY to conduct an evaluation of the services provided and shall be available for review by the COUNTY at all times.

7.2.2 The THP-Plus participant record folder shall be confidential and kept in a locked file cabinet.

7.2.3 The THP-Plus participant record folder shall include, but not be limited to, the following:

a) Transitional Housing Program – Plus Application (Exhibit A-2);

b) Move-In Agreement (Exhibit A-3);

c) Applicant's Authorization for Release of Information (Exhibit A-4);

d) Acknowledgement of Receipt of Grievance Policy (Exhibit A-7);

e) Acknowledgement of Receipt of Appeal Process and Procedures (Exhibit A-10);

f) Participant's Verification of Homelessness (Exhibit A-11);

g) Furniture Inventory Form (Exhibit A-12) completed within one (1) business day of admission and on a quarterly basis;

h) THP–Plus Participant's Occupancy Form (Exhibit A-13) completed within one (1) business day of admission;

i) Orientation Checklist (Exhibit A-14) completed within one (1) business day of admission;

j) Entry Assessment (Exhibit A-15);

k) Twelve Month Assessment (Exhibit A-15a);

l) Treatment documents, including case history information, psychological and psychiatric diagnostic work-ups, Emancipation/Transitional Independent Living Plan/update, and progress notes including treatment, recreation and emancipation services provided by the various professional and paraprofessional staff;

m) School records if applicable;

n) THP-Plus participant's financial records such as monetary provisions, earnings, checking/savings accounts;

o) Training records including who administered the training, credentials (if appropriate), length of training, date of training, and verification of attendance (attendance roster);

p) Youth Interview (Exhibit A-16);

q) Written documentation (date, time, contact person and a summary of the conversation) of conversations bearing on the THP-Plus participant's progress and/or special circumstances such as non-routine contact with the participant's school or employer and contact with law enforcement. Documentation shall include the date, time, contact person and a summary of the contact;

r) First Aid and CPR certification for THP-Plus participants with a child(ren) living in the unit;

s) Supportive Transitional Emancipation Program Transitional Independent Living Plan – STEP-TILP (Exhibit A-17);

t) Savings Agreement (Exhibit A-18);

u) Special Incident Report(s) (Exhibit A-19) completed within one (1) business day following the occurrence;

v) Quarterly Report(s) (Exhibit A-20a)

w) Exit Assessment (Exhibit A-21);

x) Follow–Up Survey (Exhibit A-22);

y) Shared Housing Responsibilities (Exhibit A-34)

7.2.4 Participant Performance Evaluation:

a) Entry Assessment (Exhibit A-15): The CONTRACTOR shall complete an Entry Assessment at the time of admission for each THP-Plus participant. CONTRACTOR shall file the completed Entry Assessment in the Participant's Record Folder.

b) Twelve Month Assessment (Exhibit A-15a): The CONTRACTOR shall complete a Twelve Month Assessment for each THP-Plus participant after participating in the THP-Plus Program for 12 months. The CONTRACTOR shall file the completed Twelve Month Assessment in the Participant's Record Folder.

c) Exit Assessment (Exhibit A-21): The CONTRACTOR shall complete an Exit Assessment for each THP-Plus participant when exiting the THP-Plus Program. The CONTRACTOR shall file the completed Exit Assessment in the Participant's Record Folder.

7.2.5 Monthly Report (Exhibit A-20): The CONTRACTOR shall complete a typed or word-processed Monthly Report for all THP-Plus participants. The CONTRACTOR shall mail or fax a copy to the COUNTY Program Manager by the 10th day of the following month.

7.2.6 Quarterly Report (Exhibit A-20a): The CONTRACTOR shall complete a typed or word-processed Quarterly Report for each THP-Plus participant. The CONTRACTOR shall mail or fax a copy to the COUNTY Program Manager by the 10th day of the following month at the end of the quarter from the start of the THP-Plus participant's admission into the THP-Plus program.

7.2.7 Monthly Income Log (Exhibit A-25): CONTRACTOR shall document the income received by each participant on the Monthly Income Log and file it in the Participant's Record Folder.

7.3 Administrative Reports and Records:

Administrative Records and Reports shall include, but not be limited to, the following:

7.3.1 Attendance Record Folder:

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

a) A master list of all participants shall be maintained by the CONTRACTOR, and shall include each THP- Plus participant's name, telephone number, address of living unit, social worker, telephone number of social work, date of admission, and discharge date (if applicable).

b) Statistics on the total number of participant days of service provided for the month.

c) All admission information and discharge notices shall be available for review. The Attendance Record Folder shall be made available to the CPM or designee immediately upon request.

7.3.2 Rental/Lease Agreements Records:

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

7.3.3 Annual THP-Plus Report:

CONTRACTOR shall complete an Annual THP-Plus Report on all THP-Plus participants in its care during the Contract year and mail a copy to the COUNTY Program Manager within 15 days after termination of the contract. The annual report will include but not be limited to the number of participants served, number completed, number discharged, number of participants who completed their high school diploma or GED certificate, percentage of participants

employed at admission and discharge, percentage of participants who report having a consistent relationship with a caring adult.

7.3.4 Special Incident Reports:

CONTRACTOR shall submit Special Incident Reports (Exhibit A-19) to the COUNTY Program Manager within twenty-four (24) hours following the incident.

7.3.5 Discharge/Closing Report:

CONTRACTOR shall prepare and submit a Discharge/Closing Report for each THP-Plus participant to the COUNTY'S Program Manager within seven (7) calendar days. The CONTRACTOR'S Report shall include, but not be limited to: (1) a closing summary of information documented in the participant's record folder; (2) the participant's progress while participating in the THP-Plus program, and (3) the reason for the participant's leaving the program. The Discharge/Closing Report shall be filed in the participant's record folder.

8.0 SERVICE DELIVERY SITES

8.1 CONTRACTOR'S headquarters office and service delivery sites (THP–Plus units, and THP-Plus services) shall be located within the eight Service Planning Areas (SPA'S) throughout Los Angeles COUNTY.

8.2 CONTRACTOR shall ensure that the service delivery sites are easily accessible (e.g. public transportation, disabled youth, etc.) to targeted Youth.

8.3 Services shall be provided at the service delivery sites listed on SOW Exhibit A-26, Service Delivery Sites. All service delivery sites listed on SOW Exhibit A-26 shall be fully operational within 30 days of the commencement of the Contract.

8.4 CONTRACTOR shall request approval from County Program Manager in writing at least thirty (30) days before terminating services at any of the location(s) listed on SOW Exhibit A-26, Service Delivery Sites, and/or before commencing services at any other location(s) not previously approved in writing by the County Program Manager.

9.0 HOUSING OPTIONS

9.1 CONTRACTOR shall provide THP–Plus services through at least one of the following models:

9.1.1 Single-site transitional model: Participants live in housing at a single location owned or leased by the THP-Provider.

9.1.2 Scattered–site transitional model: Participants live in housing located in multiple locations in the community that are owned or leased by the THP-Plus provider.

9.2 CONTRACTOR shall use one of the following housing options: 1) apartments; 2) single-family dwellings; or 3) condominiums.

9.3 Public or private places not ordinarily used as a regular sleeping area are not acceptable, and may not be utilized by a THP–Plus provider as accommodations for emancipated youth.

9.4 CONTRACTOR is encouraged to utilize housing where the participant's may continue living following completion of the program.

10.0 LENGTH OF SERVICE

The maximum time for THP–Plus participation is 24 cumulative months.

11.0 TARGET DEMOGRAPHIC

The target demographic for the THP–Plus program are emancipated (DCFS/Probation) youths who are at risk of homelessness, ages 18 up to the day before their 24th birthday, that the COUNTY has determined are eligible and are referred to the CONTRACTOR based upon one or more of the following indicators:

- History of substance abuse
- Multiple placements within the Foster Care system
- Previous engagement with the Juvenile Justice system
- No high school diploma or GED
- Lack of family support network
- Learning disabilities
- Little or no attachment to the labor force
- Pregnant or parenting youth

All Participants must be ILP eligible. If the participants are 21 years of age or older, they must have been ILP eligible prior to age 21.

12.0 STAFFING

12.1 Staffing Ratios

At all times, THP–Plus providers shall maintain at a minimum, the following staffing ratios:

I. One (1) full-time **Project Director** that meets the qualifications set forth in Sub-Section 12.2.1 below;

II. One (1) **Clinical Director** that meets the qualifications set forth in Sub-Section 12.2.2 below;

III. One full-time **Case Manager** that meets the qualifications set forth in Sub-Section 12.2.3 below for every 12 THP-Plus participants or 8 parenting participants or fraction thereof.

IV. One full-time or part-time **Property Manager** that meets the qualifications set forth in Sub-Section 12.2.7 below.

12.2 <u>Minimum Qualifications</u>

12.2.1 CONTRACTOR'S **Project Director** shall meet the following minimum qualifications prior to employment:

- Possess a Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of two (2) years full-time management experience in a social service agency.

  - Accredited colleges / universities are those listed in the publications of regional, national or international accrediting agencies that are accepted by the Los Angeles County Department of Human Resources. Publications such as American Universities and Colleges and International Handbook of Universities are acceptable references.

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

- Contractor shall keep a photocopy of the degree(s) in the employee's file and shall be available upon request.

12.2.1.1 CONTRACTOR shall employ one (1) full-time Project Director.

12.2.2 CONTRACTOR'S **Clinical Director** shall possess the following minimum qualifications prior to employment:

- A Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences:

OR

- A Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences:

OR

- A Licensed Psychologist with a current license from the California Board of Psychology.

12.2.3 CONTRACTOR'S **Case Manager(s)** shall possess the following minimum qualifications prior to employment:

a) A Master's Degree from an accredited or state approved graduate school, as defined in Section 94301 of the Education Code, in one of the following areas:

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

AND

- Two (2) years full-time experience in a public or private social services setting working with transition age youth.

OR

b) Possess a Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of three (3) years full-time experience in a public or private social services setting working with transition age youth.

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

12.2.3.2. CONTRACTOR shall employ one (1) full-time Case Manager for every 12 THP-Plus participants or fraction thereof. CONTRACTOR shall employ one (1) full-time Case Manager for every 8 parenting THP-Plus participants or a mixture of 8 parenting and non-parenting participants.

12.2.3.3 CONTRACTOR shall ensure that if the Project Director carries a caseload, then the caseload shall not exceed the limits set forth in Sub-Section 12.2.3.2.

12.2.4 CONTRACTOR'S volunteer case management staff shall possess all the minimum qualifications as stated in Section 12.2 above. Additionally, all volunteers are subject to the same rules and regulations as paid staff.

12.2.5 CONTRACTOR shall ensure that all case management staff receives weekly individual and group clinical supervision with a Licensed Clinical Social Worker or a Licensed Marriage and Family Therapist.

12.2.6 CONTRACTOR shall ensure that all staff and volunteers providing THP-Plus services receive a minimum of eight (8) hours per quarter of ongoing in-service training. CONTRACTOR shall conduct weekly supervision reviews with all staff and volunteers.

12.2.7 CONTRACTOR'S **Property Manager** shall possess the following minimum qualifications prior to employment:

- Two years experience managing housing
- Knowledge of federal, state and local fair housing laws

Continued on next page.

13.0 SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PERFORMANCE OUTCOME SUMMARY WELL-BEING/EDUCATION		
PROGRAM: Transitional Housing Program For Emancipated Foster/Probation Youth (THP-Plus).		
PROGRAM TARGET GROUP: Emancipated DCFS/Probation former foster youth		
PROGRAM GOAL AND OUTCOME: Participants will attain permanent residency and employment/increased income.		
OUTCOME INDICATORS	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS**
Emancipated Youth will have residential stability.	Entrance Assessment Participant's case file Case Plans Quarterly THP–Plus Reports STEP-TILP Twelve Month Assessment Exit Assessment Follow–Up Survey	75% of participants will stay in THP-Plus housing within 12 months of entering the program. 80% of participants will be placed in permanent housing when they exit the program. 90% of those participants placed in permanent housing will remain in permanent housing for 6-months after they exit the program.
Emancipated Youth will have increased skills or income.	Entrance Assessment Participant's case file Case Plans Quarterly THP–Plus Reports STEP-TILP Twelve Month Assessment Exit Assessment Follow–Up Survey	90% of the participants will complete the life skills classes and show increased abilities by the time they exit the program. 50% of the participants will be employed upon entering the program. 80% of the participants will have a greater hourly wage at the time of exit from the program 75% of the participants will obtain full-time employment within 12 months of entering the program 90% of the participants able to work will obtain full-time employment by the time they exit the program.

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
Emancipated youth will have a high school diploma/GED certificate	Entrance Assessment Twelve Month Assessment Exit Assessment	90% of participants who obtain employment will remain employed for 6 months after they exit the program. 75% of the participants who do not have a high school diploma or GED will obtain a high school diploma or GED by the time they exit the program.
Emancipated youth will have an adult connection	Monthly reports Twelve Month Assessment Exit Assessment	50% of the participants will have a consistent relationships with a caring adult within 12 months of entering the program 80% of the participants will have a consistent relationship with a caring adult by the time they exit the program

14.0 SERVICE TASKS

CONTRACTOR shall provide the following service tasks:

14.1 Duties Related to Property Management:

THP-Plus program duties related to property management shall be provided/facilitated by non social work staff and shall include, but not be limited to, the following:

14.1.1 <u>THP–Plus Certificate of Approval</u>

a) CONTRACTOR shall maintain and post their current COUNTY THP–Plus Certificate of Approval in a prominent, publicly accessible location in the administrative office and sub-administrative office(s) of the CONTRACTOR.

b) CONTRACTOR may request a change in capacity based upon a change in the number of available or projected THP–Plus participant living units.

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

14.1.2 <u>Living Unit Requirements</u>

14.1.2.1 <u>General Living Unit Requirements</u>

a) CONTRACTOR shall ensure that each living unit is in compliance and is certified before placement of a THP–Plus participant.

b) CONTRACTOR shall ensure that each living unit is adequately furnished.

c) CONTRACTOR shall secure and maintain fire clearances for each living unit.

d) If a THP–Plus participant is disabled, the CONTRACTOR shall make the necessary modifications prior to admission to protect, assist, and maximize the participant's potential for self-

sufficiency, including, but not limited to, alterations to the building and grounds.

e) THP–Plus living unit(s) shall be in close proximity [within one (1) mile] to all of the following: (1) public transportation; (2) a grocery store; (3) medical care; and (4) laundry and dry cleaning services. Employment opportunities shall be accessible via public transportation.

14.1.2.2 Specific Living Unit Requirements:

CONTRACTOR shall complete a Unit Verification form (Exhibit A-27) to confirm that the requirements for each specific living unit are met before each THP–Plus participant is placed.

14.1.3 Lease/Rental Agreements

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements.

14.1.4 Maintenance and Repair

14.1.4.1 CONTRACTOR shall replace/repair any furniture that is not in good condition within five (5) business days of discovery. If the furniture poses a safety hazard for the participant and/or participant's child(ren), it shall be repaired/replaced immediately.

14.1.4.2 CONTRACTOR shall replace/repair any major appliances (refrigerator, stoves, ovens, heating/air conditioning units, etc.) that are not in good condition within two (2) business days. If the major appliance(s) poses a safety/fire hazard for the participant and/or participant's child(ren), it shall be replaced/repaired immediately.

14.1.4.3 CONTRACTOR shall inventory each unit including the furniture and major appliances at least quarterly.

14.1.4.4 CONTRACTOR shall ensure that all maintenance requests from the participant's are completed and documentation maintained.

14.1.5 Utility Costs

14.1.5.1 CONTRACTOR shall be responsible for connecting, maintaining, and payment for all utilities for each THP–Plus living unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each living unit.

14.1.6 Telephone

14.1.6.1 CONTRACTOR shall provide a minimum of one (1) telephone on the premises to use in case of an emergency.

14.1.6.2 The participants shall be responsible for payment of all personal calls made with the emergency telephone.

14.2 Duties Related to Case Management:

THP-Plus program duties related to case management shall be performed and/or facilitated by case management staff only and shall include, but not be limited to, the following:

14.2.1 Orientation Plan

14.2.1.1 CONTRACTOR shall submit a written orientation plan to the COUNTY Program Manager for approval prior to admitting a THP–Plus participant under this Contract. The orientation plan shall include, but is not limited to, the CONTRACTOR'S specific policies/procedures/rules regarding vehicles, work and savings expectations, budgeting, emergencies, child care, pregnancy, use of utilities and telephone, care of furnishings, decorating of living units, disposition of furnishings upon completion of the program, cars, lending or borrowing money, unauthorized purchases, participant's monthly income, the grievance/appeals procedures, curfew, personal safety, dating, visitation rights, and grounds for discharge.

14.2.2 Referral And Admission

14.2.2.1 CONTRACTOR shall develop admission criteria for participants in the program, including, but not limited to, consideration of the applicant's age, previous placement history, delinquency history, history of drug and/or

alcohol abuse, current strengths, level of education, mental health history, prospects for successful participation in the program, and work experience.

14.2.2.2 COUNTY shall review and approve the CONTRACTOR'S admission criteria to ensure that the criteria are sufficient to protect participants and that they do not discriminate.

14.2.2.3 CONTRACTOR shall accept referrals from the County, other THP–Plus providers, Community Stakeholders, and self-referrals from emancipated youths. CONTRACTOR shall contact the ILP Coordinator or the COUNTY Program Manager to ensure that all youths are eligible prior to admitting him/her into the program.

14.2.2.4 CPM will notify the CONTRACTOR regarding an eligible THP–Plus participant. The COUNTY Program Manager will then forward the potential participant's case records to the CONTRACTOR for review if available.

14.2.2.5 CONTRACTOR shall accept every referred THP–Plus participant who meets the criteria of the CONTRACTOR'S program and target population, unless CONTRACTOR has determined the participant is not acceptable for admission based on the individual needs of the referred participant and the current composition of the other THP–Plus participants.

14.2.2.6 CONTRACTOR shall not discriminate on the basis of race, gender, sexual orientation, or disability and that (WIC Section 16522.1 [a][1]) 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.

14.2.2.7 CONTRACTOR shall ensure that the participants are allowed the greatest amount of freedom to prepare them for self-sufficiency.

14.2.2.8 CONTRACTOR shall ensure that the participants have the right 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.

14.2.2.9 CONTRACTOR shall ensure that the participant's right to confidentiality is respected. This right applies to the dissemination, retrieval and acquisition of identifiable information. The CONTRACTOR shall not release information about a participant's receipt of services without a written release of information from the participant.

14.2.2.10 CONTRACTOR shall ensure that the participant's right to privacy is respected. Information shall be requested from the participant only when the information is specifically necessary for the provision of services. Participants shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.

14.2.2.11 CONTRACTOR shall determine the THP–Plus services needed to meet the needs of the potential THP–Plus participant based upon the STEP-TILP and other supporting documentation;

14.2.2.12 CONTRACTOR shall conduct a pre-placement orientation and interview with the potential THP–Plus participant. The applicant must provide the following documents during the interview if applicable: 1) birth certificate; 2) social security card; 3) alien registration; 4) high school diploma; 4) Medi-Cal card; 5) ILP certificate; and 6) current pay stub if employed.

14.2.2.13 CONTRACTOR shall schedule a pre-placement site visit for the potential THP–Plus participant if he/she agrees to consider admission with the CONTRACTOR;

14.2.2.14 CONTRACTOR shall request information regarding any known or suspected dangerous behavior of the referred THP-Plus participant(s);

14.2.2.15 CONTRACTOR shall immediately notify the Program Manager verbally if it is determined that the admission would be suitable for the potential THP–Plus participant and whether or not the potential participant agrees.

14.2.2.16 CONTRACTOR shall confirm the suitability of admission by verbally notifying the CPM at least five (5) business days prior to the THP-Plus participant's move-in date. CONTRACTOR shall then immediately submit to the CPM the following: (1) a completed Move-In Agreement (Exhibit A-3); (2) rental/lease agreement(s); (3) a copy of the fire clearance from the Fire Department if the THP–Plus participant and/or his/her children are non-ambulatory.

14.2.2.17 If the participant decides not to accept services of CONTRACTOR, CONTRACTOR shall notify the COUNTY Program Manager in writing.

14.2.2.18 CONTRACTOR shall complete for each THP–Plus participant at the time of move-in, the following:

a) Move-In Agreement (Exhibit A-3) signed by the THP-Plus participant;

b) Furniture Inventory Form (Exhibit A-12) signed by the THP-Plus participant;

c) Unit Verification Form (Exhibit A-27);

d) Participant Occupancy Form (Exhibit A-13); and,

e) Orientation Checklist (Exhibit A-14).

f) CONTRACTOR'S policies/procedures/rules.

g) Shared Housing Responsibilities (Participant/Provider Agreement) (Exhibit A-34)

The above forms shall be signed by the participant and the CONTRACTOR and filed in the Participant's Record Folder.

14.2.2.19 At the time of move-in, the CONTRACTOR shall provide the THP-Plus participant with: (1) an orientation as described in the written orientation plan; (2) copies of the CONTRACTOR'S policies/procedures/rules; (3) THP–Plus requirements; (4) DCFS Grievance/Appeals Processes (Exhibit A-5 and A-8); (5) required supportive services/trainings; and (6) copies of the signed and dated Orientation Checklist (Exhibit A-14).

14.2.3 Supplies and Services

14.2.3.1 Personal and Household Items

CONTRACTOR shall complete the Personal/Household Item Inventory (Exhibit A-28) to assess each participant's needs at the time of move-in. CONTRACTOR shall provide each participant with any items that are needed. The items include but are not limited to: toiletries; cookware; dinnerware; utensils; small appliances; household cleaning supplies; towels and linens; etc.

CONTRACTOR shall allow the participant's to keep the items following completion of the program.

14.2.3.2 Food Stipend

CONTRACTOR shall provide THP–Plus participant(s) a monthly stipend to purchase a variety and sufficient amount of nutritious foods and beverages. The stipend shall be in the minimum amount of $200.00 for individuals and $250.00 for parenting participants. The stipend may be provided in the form of a gift card or gift certificate.

14.2.3.3 Employment and School Items

CONTRACTOR shall provide any items that the participant requires to start and/or maintain employment or schooling. The items include but are not limited to: uniforms; books and supplies, etc.

14.2.3.4 Monthly Bus Pass

CONTRACTOR shall provide each THP–Plus participant with a monthly bus pass.

14.2.3.4.1. If the participant(s) has an operable automobile, CONTRACTOR has the option of not providing a bus pass. CONTRACTOR shall document in the participant's case record if the bus pass is not provided.

14.2.3.4.2 If the participant(s) automobile becomes inoperable at any time during the month, CONTRACTOR shall provide the participant(s) with a bus pass.

14.2.3.5 Emancipation Savings Fund

CONTRACTOR shall maintain an emancipation fund into which $50.00 is deposited from Contractor monthly for each participant from the placement rate. The funds shall be deposited on behalf of the participant in an interest bearing savings account in any bank or savings account at an FDIC insured institution of the participants' choice. The principal and interest shall be distributed to the participant when he/she leaves the program, or earlier if approved by the CPM. CONTRACTOR shall maintain documentation of all funds retained and issued to the participant in the participant's record folder.

14.2.3.6 Child Care

CONTRACTOR shall assist each THP–Plus participant with an infant or child(ren), with obtaining childcare assistance if needed. Costs for childcare assistance shall not be paid with THP-Plus funds.

14.2.3.7 Medical and Dental Services

If medical or dental services are needed by the participants, these services shall be provided by a medical or dental professional who is a Medi-Cal participant 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.

14.2.3.8 Individual and Group Counseling

CONTRACTOR shall ensure that participants receive individual and group counseling sessions if needed. The counseling may be provided directly by the CONTRACTOR or by a community agency.

14.2.3.9 Crisis Intervention and Support

CONTRACTOR shall ensure that participants receive 24-hour crisis intervention and support.

14.2.3.10 Visitation

CONTRACTOR shall ensure that case management staff conduct a weekly face-to-face visit with each participant. Case management staff shall conduct additional visits if needed. CONTRACTOR shall maintain documentation of each visit in the participant's record folder.

14.2.4 Supportive Transitional Emancipation Program Transitional Independent Living Plan (STEP-TILP) Exhibit A-17:

14.2.4.1 CONTRACTOR shall with the assistance of a COUNTY designee assist each participant with completing the STEP-TILP. CONTRACTOR shall collaborate with COUNTY, social workers/probation officers, ILP coordinators, One-Stop Career Centers, and other agencies and programs to provide support and services to enable the participants to complete the goals outlined in the STEP-TILP. The STEP-TILP shall be updated no less than annually.

14.2.5 Case Plan(s) (Exhibit A-29 and Exhibit A-30):

14.2.5.1 Within five (5) days of move-in, CONTRACTOR shall develop an Initial Case Plan (Exhibit A-29) for each participant. The Initial Case Plan will include short and long-term goals in the areas of education, employment, job training and development, self-empowerment workshops, medical and dental health, and (if applicable) parenting and childcare. The Initial Case Plan will be the blueprint of achievement of self-sufficiency goals and responsibilities while in the program and will establish a realistic timeframe for programmatic success.

14.2.5.2 CONTRACTOR shall complete a Case Plan Update (Exhibit A-30) every six months to determine the following: 1) the participant's need for continuing services; 2) the need for modification in services. All needs for modification shall be documented in writing.

14.2.5.3 CONTRACTOR shall assess each participant every six months using the Ansell-Casey Life Skills Assessment (Exhibit A-35).

14.2.5.4 The CONTRACTOR and the participant shall sign the Initial Case Plan and any Case Plan Update. The CONTRACTOR shall provide the participant with a copy of the Initial Case Plan and any Case Plan Update.

14.2.5.5 CONTRACTOR shall ensure that the 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 Case Plan are being met.

14.2.5.6 If the participant is not meeting the goals of their case plan after six months, CONTRACTOR shall reassess the participant's' progress nine months after their admission.

14.2.5.7 CONTRACTOR shall assist the participants in developing a consistent relationship with a caring adult.

14.2.6 Participant Employment and Education:

14.2.6.1 CONTRACTOR shall ensure that all participants are employed and/or attending school. All THP–Plus participants shall be employed full-time or attending school and employed part-time.

14.2.6.2 If the participant is not employed at the time of move-in he/she must obtain employment within sixty (60) days. CONTRACTOR shall complete the Employment Plan for Unemployed Participants (Exhibit A-31) for any unemployed participant.

14.2.6.3 Participants shall save at least thirty percent (30%) of their net monthly earnings during months 1-6 of their participation and at least fifty percent (50%) during months 7-24. CONTRACTOR shall obtain verification of monthly savings from participants.

14.2.6.4 CONTRACTOR shall ensure that THP-Plus participants' savings are deposited in an interest bearing savings account in any bank or savings account at an FDIC insured institution of the participants' choice. The principal and interest shall be distributed to the participant when he/she leaves the program, or earlier if

approved by the CPM. CONTRACTOR shall maintain documentation of all funds retained and issued to the participant in the participant's record folder.

14.2.6.5 If a participant fails to obtain and/or maintain employment, CONTRACTOR shall discuss with the COUNTY Program Manager the participant's possible discharge from the program.

14.2.6.6 CONTRACTOR shall provide educational advocacy and support with the goal of each participant obtaining a high school diploma, GED, or High School Proficiency prior to graduation from the program.

14.2.6.7 CONTRACTOR shall encourage participants to seek college or other post-high school training to better prepare for the future. CONTRACTOR shall assist participants in applying for college or trade school admission, and for scholarships and grants for which they may be eligible.

14.2.7 Monthly Monetary Provision

14.2.7.1 CONTRACTOR shall ensure that each unemployed THP–Plus participant with no other source of income receive a monthly monetary provision in the amount of $75.00 for individuals and $100.00 for parenting participants to provide for: (1) laundry/dry-cleaning, (2) toiletries, (3) cleaning supplies, and (4) miscellaneous items. CONTRACTOR shall provide the monthly monetary provision for a maximum of two months. CONTRACTOR shall retain documentation of all monies given to each participant.

14.2.7.2 CONTRACTOR shall require the THP-Plus participant to provide receipts for purchases made with their monetary provision.

14.2.7.3 If the participant is actively seeking but is unable to secure employment after sixty days, the CONTRACTOR shall discuss extending the Monetary Provision with the COUNTY Program Manager.

14.2.8 Participant Training/Services

14.2.8.1 CONTRACTOR shall provide ongoing activities/training to THP-Plus participants in the following areas:

14.2.8.1.1 Transportation Training: Training topics shall include, but are not limited to: (1) obtaining bus tokens, passes, and routing discounts; (2) obtaining a driver's license; (3) purchasing, registering, licensing, insuring, maintaining, and selling cars; and (4) using light rail, subway, and bus systems throughout Los Angeles County.

14.2.8.1.2 Maintenance of Personal Items: Training topics shall include: (1) how to launder and replace towels, sheets, blankets and bedspreads; (2) how to replace, launder, mend, and dry-clean clothing; and (3) how to effectively manage and replace personal care items.

14.2.8.1.3 Living Unit Upkeep and Maintenance: Training topics shall include information as well as "hands-on" experience on: (1) how to properly maintain the THP-Plus participant's living unit in a safe and clean condition (sweeping, mopping, dusting, window cleaning, furniture maintenance, proper maintenance of bathroom and kitchen, etc.); (2) how to safely and effectively use various household cleaners and chemicals, and (3) how to prepare for earthquakes, fire, floods, or other disaster.

14.2.8.1.4 Nutrition and Food Management, Storage, and Preparation: Training topics shall include, at minimum: (1) proper nutrition and food preparation; (2) food shopping including comparison shopping and using coupons; (3) food storage health and safety regulations; (4) special diets for THP-Plus participants and his/her child(ren) who require them.

14.2.8.1.5 Money Management Skills Training: Training topics shall include, but not be limited to: (1) credit—what it is, how to get it, how to keep it, and how to get a credit report; (2) consumer information; (3) budgeting; (4) entertainment

costs; (5) consumer fraud and scams; (6) income taxes, including information on the Earned Income Tax Credit (EITC); (7) financing, loans, and computing interest; (8) educational/ vocational loans and grants; (9) identity theft; and (9) information about life/health insurance and retirement funds, and U.S. savings bonds.

14.2.8.1.5.1 CONTRACTOR shall train participants how to budget for living expenses such as rent, utility bills, household maintenance expenses, etc.

14.2.8.1.5.2 CONTRACTOR shall provide each THP-Plus participant a copy of the monthly utility bills associated with their living unit and use the copies as a training tool to enhance the participant's understanding of what will be expected of them upon completion of the program and to understand the importance and benefits of energy conservation. Under no circumstances are participants expected to pay for utilities.

14.2.8.1.6 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. The training shall also include assisting the THP-Plus participant to actually establish and manage a FDIC savings account(s) of the participant's choice. If a participant requests, the CONTRACTOR shall also assist the participant in establishing a FDIC insured checking account of the participant's choice.

14.2.8.1.7 Legal Rights and Community Resources: Training topics shall include: (1) THP-Plus participant's legal rights, responsibilities, and legal aid resources; (2) how to search for an apartment and complete a rental application; (3) the landlord/tenant relationship, legal contracts, and fair housing laws; (4) privacy rights; (5) college and dormitory living; (6) health and life insurance costs and benefits; (7) social services agencies

and the services they provide; and (8) other available community resources.

14.2.8.1.8 Medical and Dental Care Training: Training topics shall include how to receive adequate medical care while participating in the THP-Plus program and after completion. The training shall include, but not be limited to, the following topics: (1) Applying for Medi-Cal and Medi-Cal card [please see Exhibit A-32]; (2) obtaining medical insurance; (3) accessing routine medical care and emergency medical treatment procedures; (4) First Aid and age-appropriate CPR training from qualified persons for participants with a child(ren) residing in the living unit; (5) minor health treatment training that includes minor physical aches and pains, minor illnesses such as colds, fevers, pre-existing conditions not requiring a physician and when to seek professional medical care; and (6) proper dental care and oral hygiene training including how to find a dentist for routine or emergency dental care.

14.2.8.1.9 Socialization Skills and Self-Esteem: Training topics shall include, but are not be limited to, developing: (1) socially acceptable behavior and strategies for communicating with the landlord, school counselors, teachers, retailers, and the general public; (2) self-esteem; and (3) cultural awareness, including the knowledge of his/her ancestry;

14.2.8.1.10 Goal Setting Training: Training shall be provided on goal setting and achievement that are appropriate to the developmental level of the THP- Plus participant including the areas of education, career/vocation, and personal and social life;

14.2.8.1.11 Employment: CONTRACTOR shall provide THP-Plus participants with the skills and experiences that enable them to obtain and retain employment. Training shall include, but is not be limited to, the following: (1) job search methods; (2) interview techniques; (3) job training opportunities; (4) dressing for an interview; (5) job

retention strategies; (6) information on various jobs, their descriptions and requirements; and (7) registration, career assessments and information on services available at the local One-Stop Career Center (One-Stop), local Workforce Investment Act (WIA) Agencies, and Transitional Resource Centers.

14.2.8.1.11.1 Hands-on training shall include, but not be limited to, the following:

(1) completing a master application; (2) writing and updating a resume; (3) writing a cover letter; (4) participating in mock interviews; (5) researching a career or vocation that interests the THP-Plus participant; and (6) visiting the local One-Stop.

14.2.8.1.11.2 CONTRACTOR shall also contact the DCFS Employment Coordinator at (213) 351-0100 when seeking employment for THP-Plus participant.

14.2.8.1.12 Housing: CONTRACTOR shall work diligently with THP–Plus participant's to ensure that each participant has secured affordable housing in accordance with participant's STEP-TILP. Training shall include, but not be limited to, the following: (1) completing a rental application; (2) establishing and maintaining good credit; (3) contacting the Los Angeles Housing Authority; (4) Section 8 housing; (5) finding areas with rent control; (6) being a good tenant; (7) one's rights as a tenant; (8) local and federal programs and subsidies to purchase housing; and (9) homeless assistance and programs; (10) locating and living with a roommate; (11) roommate mediation.

14.2.8.1.13 Mental Health and/or Substance Abuse Services: CONTRACTOR shall assist THP–Plus participants with receiving mental health and/or substance abuse services, which include but are not limited to the following:

14.2.8.1.13.1 Assessment for the purpose of identifying the level of the participant's mental health and/or substance abuse needs, and the appropriate level of treatment. The THP–Plus Social Worker will refer participants for an assessment when required.

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

14.2.8.1.13.3 If a participant wishes to seek and obtain treatment services without disclosure to the Department, this arrangement may be kept confidential between the participant and the treatment provider, however such treatment may not be counted as a THP-Plus activity.

14.2.8.2 CONTRACTOR shall provide each THP-Plus participant with a 5-inch, 3-ring binder with tabbed dividers to save training information.

14.2.8.3 CONTRACTOR shall provide additional monthly training/support for THP-Plus participants that are deficient in any areas identified by the participant or CONTRACTOR that are necessary for him/her to achieve the goals in the STEP-TILP or recorded in the THP-Plus participant record folder.

14.2.8.4 CONTRACTOR shall maintain training records that include but are not limited to the following: 1) name, title and credential of trainer; 2) date of training; 3) verification of attendance. A copy of the training records shall be maintained in each participant's Record Folder.

14.2.8.5 CONTRACTOR shall provide not less than a 60-minute (individual or group) training session per week. 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 THP-Plus participants, and must be available for audit and

inspection by the COUNTY upon request. The training shall be conducted by paraprofessional staffs, social work 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. The CONTRACTOR shall provide each participant written instructions/information for each training session, and whenever possible, include "hands-on" experience.

14.3 Youth Survey:

Contractor shall ensure that each THP–Plus participant is informed about completing the youth survey. The survey shall be completed online and submitted to the COUNTY within 12 months of the participant's admission into the program. The website for the survey is: www.ILPOnline.org.

14.4 Discharge of a THP-Plus Participant

14.4.1 Unless a THP-Plus participant is a danger to himself or others, the CONTRACTOR shall make every attempt to stabilize situations that might lead to the participant's discharge.

14.4.2 If it appears that the situation cannot be resolved without discharge of the THP-Plus participant, the COUNTY and CONTRACTOR shall agree upon the plan of action, and the CONTRACTOR shall submit this plan in writing to the Emancipation Ombudsman within five (5) business days.

14.4.3 CONTRACTOR shall document in the THP–Plus participant's record folder the participant's failure to comply with the rules and regulations of the program. The documentation shall include the time, date, parties involved and a detailed summary of the non-compliance.

14.4.4 CONTRACTOR shall develop an exit plan to ensure that the participant has alternate housing prior to discharge. Documentation of the exit plan shall be maintained in the participant's record folder.

14.4.5 When a THP–Plus participant is discharged, CONTRACTOR shall ensure that the participant's clothing and personal belongings accompany him/her.

14.5 Grievance and Appeal Processes (Exhibits A-5 through A-10)

14.5.1 CONTRACTOR shall ensure that each participant is informed of the grievance and appeal processes (Exhibits A-5 and A-8), and is provided forms to acknowledge receipt of the processes and procedures (Exhibits A-7 and A-10), and the location to send the grievance or appeal forms.

14.5.2 THP–Plus participants who have received a notice of program violation and infraction or discharge will be given the right to grieve or appeal such decision. The participant has 5 business days to file a Notice of Grievance Request (Exhibit A-6), or a Notice of Appeal Request (Exhibit A-9).

14.5.3 Participants must send the Notice of Grievance Request or the Notice of Appeal Request and supporting documentation to the Grievance/Appeals Committee Coordinator:

Emancipation Ombudsman
DCFS Transitional Housing
3530 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

14.6 Permanent Housing Locator Assistance

14.6.1 CONTRACTOR shall assist each 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) locating permanent rental housing; and 2) negotiating the rental agreement with the landlord.

14.6.2 CONTRACTOR shall attempt to locate permanent housing with costs that do not exceed 30% of the participant's gross income.

14.6.3 CONTRACTOR shall document all Housing Locator activities in the participant's case record.

14.7 Mentoring

CONTRACTOR shall provide adult mentors to follow the participants for a minimum of six months following completion of 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. Mentoring activities shall be documented in the participants' case record.

14.8 Aftercare and Tracking

14.8.1 CONTRACTOR shall use the Follow–Up Survey (Exhibit A-22) and the Ansell-Casey Life Skills Assessment (Exhibit A-35) to track the progress of THP-Plus participants for two (2) years after the participant leaves the Program. The participant's shall be assessed at six months, one year and two years after leaving the program.

14.8.2 CONTRACTOR shall conduct support groups and provide referrals to community resources. CONTRACTOR shall maintain documentation including the dates and times support groups are conducted.

14.8.3 CONTRACTOR shall offer incentives to participants to encourage their participation in post program assessments and outcomes.

14.9 Success Stories

CONTRACTOR shall report success stories annually in writing on current/former THP-Plus participants that have achieved personal or professional goals to the COUNTY Program Manager. The 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.

15.0 QUALITY ASSURANCE PLAN

15.1 CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met. The QAP shall be submitted to the CPM within thirty (30) days of the contract start date and as changes occur.

15.2 The CPM will review the CONTRACTOR'S QAP and provide the CONTRACTOR with approval of said plan or with requested changes. If the CPM request changes in the CONTRACTOR'S QAP, the CONTRACTOR shall make such changes and resubmit the plan for approval within five (5) business days.

15.3 The QAP and any revisions thereto shall include, but not be limited to, the following:

15.3.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of

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

15.3.2 If CONTRACTOR'S performance requirements are not met, the CPM may call CONTRACTOR, send CONTRACTOR a User Complaint Report (UCR), Exhibit A-33, or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four (24) hours of receipt. All performance requirement issues will be reported to the CPM.

15.3.3 Methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR'S employees or any other potential disruption in service.

15.3.4 CONTRACTOR shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CPM.

16.0 QUALITY ASSURANCE MONITORING

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR'S performance under this contract using the quality assurance plan specified in this Statement of Work. All monitoring will be conducted in accordance with Part II, Section 24.0, COUNTY'S Quality Assurance Plan, of the Contract.

EXHIBIT A-1

ST. ANNE'S MATERNITY HOME

PROVIDER PLAN

St. ANNE'S

The Bogen Family Center

151 North Occidental Blvd.
Los Angeles, CA 90026
Phone: (213) 381-2931 Ext 400
Fax: (213) 487-0163

THP-Plus PROVIDER PLAN REQUIREMENTS

- St. Anne's program serves pregnant and parenting emancipated foster youth between the ages of 18-24 and their children. All tenants are eligible under MPP Section 30-913.
- St. Anne's does not discriminate on the basis of race, gender, sexual orientation, or disability. In accordance with Welfare and Institutions Code Section 16522.1(a) (1)) youth who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications are eligible for consideration in our programs and are not automatically excluded due to these factors.

AGENCY TILP REQUIREMENTS

- St. Anne's will, with the assistance of a county designee, assist each tenant to complete the STEP/THP-Plus TILP form, or similar, designed by the Department.
- St. Anne's staff develop Self-Sufficiency Plans with each resident upon admission and work with the client weekly in order to assist her in reaching her goals and learning the skills to live independently. St. Anne's will incorporate the goals described in their STEP/THP-Plus TILP into their self sufficiency plan.
- St. Anne's will, with the assistance of a county designee, update the STEP/THP-Plus TILP at least annually and as needed to reflect necessary changes.

AGENCY PROGRAM REQUIREMENTS

- St. Anne's Transitional Housing Program has rules and guidelines primarily to ensure a safe environment for residents and their children. We strive to create an atmosphere that supports residents in obtaining their goals set forth in their Self-Sufficiency Plans. Tenants are allowed the greatest amount of freedom possible in order to meets these expectations and prepare them for self-sufficiency.
- St. Anne's is located within walking distance of several busy bus lines along Beverly Blvd., Temple Street, Rampart Ave., and Alvarado Ave. The Vermont/Beverly Metro Rail station is located within a half of a mile. All residents

are given a monthly bus pass free of charge. Schools, employment appropriate supportive services, shopping and medical care are all located near by.

- As part of the new hire process through St. Anne's, applicants must complete & pass a physical including a tuberculosis and drug screen; fingerprinting and background checks which includes Child Abuse Index, FBI and Department of Justice.

- St. Anne's Transitional Housing Program complies with all applicable federal, state, and local housing laws and fire department clearance requirements.

- Each tenant has her own one bedroom apartment with a living room, private bathroom and full kitchen.

- Tenants in St. Anne's Transitional Housing Program have the right to be free from arbitrary or capricious rules.

    - All rules and guidelines are provided verbally and in writing in both English and Spanish.

    - A Family Advocate meets with a potential tenant prior to admission to discuss the program in full.

    - Upon admission, a Family Advocate will meet individually with a tenant and discuss the Program Manual page by page to ensure a complete understanding of each of the tenant's rights and responsibilities.

    - Tenants may appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result). Suspension or termination of services is a last resort. We would meet with a client several times to try to negotiate a solution before termination of services.

    - St. Anne's has a tiered grievance procedure which allows tenants to appeal to the Vice President of Programs, the Chief Operating Officer, and finally to the Chief Executive Officer.

- St. Anne's respects the confidentiality of all program participants. This right applies to the dissemination, storage, retrieval and acquisition of identifiable information. St. Anne's does not release information about a tenant's receipt of services without a written release from the tenant. St. Anne's complies with all HIPPA guidelines.

- St. Anne's respects the rights of tenants and their children. All information requested is specifically necessary for the provision of services due to reporting requirements, to verify eligibility for the program, and in order to provide the most appropriate services for the tenant to reach her goal of successful independence. Tenants will not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.

- Property management services for St. Anne's Transitional Housing Program are provided by Community Housing Management Services (CHMS). The program plan clearly defines the roles and responsibilities of St. Anne's as the service

provider and CHMS as the Property Management Company. An on-site Property Manager is the direct employee of CHMS.

- St. Anne's is in full compliance with the California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.)

- St. Anne's does not provide medical services; however, QueensCare, a full-service medical, dental, and vision clinic is located on site. When services are needed by tenants, they are provided by a medical professional or an appropriately licensed (or otherwise legally operating – e.g. county) clinic or adult day health center. Any services which are made available on a regularly scheduled basis on-site meet the above requirements.

- Tenants in St. Anne's Transitional Housing Program are given a choice regarding what services to access and the location of the services (on-site or off-site), as long as the goals of the STEP/THP-Plus TILP are being met.

- St. Anne's THP-Plus program is clearly distinguishable from those that are required to be licensed as an Adult Residential Care facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).

- St. Anne's would incorporate any applicable provisions of Welfare and Institutions Code Section 16522.1.

- A description of St. Anne's Transitional Housing tenant application process and the selection criteria are included.

- St. Anne's will collect 30% of the tenant's gross adjusted income monthly and open an interest bearing savings account in a bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on behalf of the client. The principal and interest shall be distributed to the tenant when he/she leaves the program or earlier if permitted by the THP-Plus program guidelines.

St. ANNE'S

The Bogen Family Center

Transitional Housing Program Information Sheet

Facility Information

- There are 39 furnished one-bedroom apartments with a kitchen and bathroom.
- Services available on-site include Family Advocates, an Early Learning Center for children 0-5, full service medical clinic, self sufficiency workshops, on-site property manager and counseling services.

Target Program Participants

- Parenting emancipated foster youth between the ages of 18-24.
- Moms with no more than 2 children (due to room size).
- Mom is working and/or attending school full time.
- Moms with High School Diploma or GED

Application Process

- Applicant attends an Orientation Workshop to learn about the program. These are offered monthly.
- Interested applicants complete a program application;
- Applicants meet with a program staff member for an individual interview;
- Once approved for the program, an applicant meets with the Property Manager to complete the eligibility and income certification.

About the Program

- This is a Home Based Model to assist residents in learning the skills necessary for independence.
- Family Advocates work closely with the family to support and help them reach their Individualized Self Sufficiency Goals.
- The six core program focus areas include: Education, Vocation, Self Sufficiency workshops, Parenting/Child Care, Mental and Medical Health, and Next Steps.

If you have further questions or a referral, please contact St. Anne's Transitional Housing Program at: (213)381-2931, ext 400.

EQUAL HOUSING OPPORTUNITY

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

TRANSITIONAL HOUSING PROGRAM – PLUS APPLICATION

I. IDENTIFYING INFORMATION:

Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

Birth Date _____/ _____/ _____ Age: _____ Social Security Number _____

Sex: _____ Height: _____ft. _____in. Weight _____lbs.

II. PARENT/GUARDIAN:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____

III. EDUCATION:

Circle Highest Grade Completed:

Middle School: 6, 7, 8 High School: 9, 10,11, 12 H.S. Diploma or GED

College: Yes / No Name of College: Semester / Units:

Name and Address of last school attended: _____

_____

_____

IV. MEDICAL INFORMATION:

Do you have current MEDI-CAL Coverage? _____ Yes _____ No

Do you have current Private Medical Insurance? _____ Yes _____ No

Date of last Medical Appointment _____

Date of last Dental Appointment _____

Do you have any medical condition that requires additional medical services not currently provided? _____ Yes _____ No

If so, please explain _____

_____

V. TYPES OF IDENTIFICATION: (ORGINALS OR CERTIFIED COPIES ONLY)

Driver's License	_____ Yes	_____ No	State _____
Social Security Card:	_____ Yes	_____ No	
Photo ID:	_____ Yes	_____ No	# _____
Birth Certificate:	_____Yes	_____ No	
Resident Alien:	_____Yes	_____ No	# _____

VI. REFERRAL SOURCE:

Who referred you to the Transitional Housing Program"

Name: _____

Relationship: _____

VII. PERSONAL OPINION:

What are your reasons for applying to a program such as THP? (Include where you are living and why you cannot stay there:

_____

_____

_____

_____

List three or more things you like about yourself?

_____

_____

_____

List three things about yourself that you feel need improvement:

_____

_____

_____

Identify problems needing special support (legal, drugs, temper)

_____

_____

Identify any special awards or achievements that you have earned:

_____

_____

_____

Siblings and Significant Others: (Friend, teacher, counselor, etc.)

1. Name: _____ Phone: _____
   Address: _____ Relationship: _____

2. Name: _____ Phone: _____
   Address: _____ Relationship: _____

3. Name: _____ Phone: _____
   Address: _____ Relationship: _____

Significant person in your life that will know how to contact you:

Name: _____ Phone: _____

Address: _____

VIII. SOCIAL SKILLS

On a scale 1-5, POOR being 1 and 5 being BEST, how are you on the following:

Wake on own: _____ Hygiene: _____ Laundry: _____

House Chores: _____ Being on time: _____

Getting along with:

Peers: _____ Counselors: _____ Teachers: _____

Co-workers: _____ Roommates: _____

IX. INDEPENDENT LIVING SKILLS (ILP INFORMATION)

ILP classes attended: _____ Yes _____ No

Verification obtained from what source: _____

X. INDEPENDENT LIVING SKILLS

On a scale of 1 – 5, POOR being 1 and 5 being BEST, how is your ability to do the following:

Use public transportation: _____ Prepare well-balanced meals: _____

Purchase food: _____ Purchase clothes: _____

Take care of your clothes: _____ Budget money: _____

To use banks: _____ Find jobs: _____ To hold job: _____

Ability to obtain services from:

Hospital: _____ Libraries: _____ YMCA: _____

Colleges: _____ Telephones: _____ Banks: _____

Driver's License: _____ Insurance: _____

XI. PROBLEM SOLVING

How do you deal with your temper? _____

_____

_____

How do you deal with authority figures? _____

_____

_____

How do you deal with peer pressure? _____

_____

_____

How do you use your free time? _____

_____

_____

How do you deal with being alone? _____

_____

_____

XII. EMPLOYMENT

Are you currently employed? _____Yes _____No

Describe: _____

_____

List all jobs you have had, most recent first:

Date Hired	Name and Address of Employer	Monthly Salary	Position
Reason left			

Date Hired	Name and Address of Employer	Monthly Salary	Position
Reason left			

Date Hired	Name and Address of Employer	Monthly Salary	Position
Reason left			

Date Hired	Name and Address of Employer	Monthly Salary	Position
Reason left			

Date Hired	Name and Address of Employer	Monthly Salary	Position
Reason left			

XIII. PERSONAL OBJECTIVES

Why do you feel you would benefit from being part of the THP program? _____

_____

_____

What do you think you will do when you complete the program? _____

_____

_____

GOALS:

What are your short-term 1 to 6 months) goals? _____

_____

_____

What are your long-term goals (6 months and more)? _____

_____

_____

I, the undersigned, do understand that the above information is being considered for my acceptance into the THP program and that falsifying information may disqualify me. I also understand that this is only part of the application process and final acceptance into the program is based solely on the decisions of the Staffing Team of the THP program.

Applicant's Signature: _____

Phone Number: _____

Date: _____

EXHIBIT A-3

TRANSITIONAL HOUSING PROGRAM – PLUS

MOVE - IN AGREEMENT

Name: _____ DOB: _____

Case #: _____ DCFS _____ Probation ____

Contractor: _____

Move In Address: _____

_____
City State Zip Code

Date of Move – In: _____

Expected Date of Program Completion: _____

I understand that I must be employed within 60 days of move-in and that if I am not employed I may be asked to exit THP – Plus. If I am unemployed I must show serious efforts and provide documentation to gain employment or enter a vocational training program.

I understand that I must also cooperate with all program rules including attending training sessions and meeting with my agency social worker.

_____ _____
Participant's Name Signature

_____ _____
Contractor's Social Worker's Name Signature

EXHIBIT A-4

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PROGRAM - PLUS

APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

TO: _____

I _____, residing at _____

_____ hereby authorized you to release to

the _____specific

(NAME OF AGENCY, INSTITUTE, INDIVIDUAL PROVIDER)

information requested by this agency which I cannot provide concerning _____

_____

_____

_____

This information is needed for the following purpose _____

_____

_____

_____

_____

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

SIGNATURE OF APPLICANT		DATE
BIRTHPLACE	BIRTHDATE	MAIDEN NAME OF MOTHER
SIGNATURE OR NAME OF SPOUSE		DATE
BIRTHPLACE OF SPOUSE	BIRTHDATE OF SPOUSE	MAIDEN NAME OF SPOUSE'S MOTHER

EXHIBIT A-5

LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PROGRAM – PLUS

GRIEVANCE PROCESS AND PROCEDURES

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

STEP 1: Participant must complete the attached Notice of Grievance form. The form must be filled out completely and clearly indicate why participants grounds from Grievance.

STEP 2: Following decision to file a Grievance or complaint, participant will be heard within 72 hours.

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:

DCFS Transitional Housing Coordinator:
Berisha Black or Onitsha Newsome
Emancipation Ombudsman
3530 Wilshire Blvd. 4th floor
Los Angeles, CA 90010
(213) 351-0203
Fax (213) 637-0035

STEP 5: Within 3 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 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 Transitional Housing – Plus Program Manager and participant.

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

Avis Ridley – Thomas
Dispute Resolution Program
City Hall
200 N. Main St. East, 16th Floor
Los Angeles, CA 90012
(213) 485-8324

EXHIBIT A-6

TRANSITIONAL HOUSING PROGRAM – PLUS

NOTICE OF GRIEVANCE REQUEST

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Message #: _____

Reason for Grievance:

_____
_____
_____
_____
_____

Agency Social Worker: _____

Supporting documents attached: ☐Yes ☐No

List supporting documents: _____
_____
_____
_____

Participant's Signature _____ Date _____

EXHIBIT A-7

TRANSITIONAL HOUSING PROGRAM – PLUS

ACKNOWLEDGEMENT OF RECEIPT OF GRIEVANCE POLICY

I, _____ have received a copy of the THP – Plus Grievance Policy.

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

Participant Signature: _____

Date received: _____

EXHIBIT A-8

LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

TRANSITIONAL HOUSING PROGRAM – PLUS

APPEALS PROCESS AND PROCEDURES

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

STEP 1: Following written notification of Discharge from the Agency, participant has 3-5 days to file and Appeal.

STEP 2: Participant must complete the attached Notice of Appeal form. The form must be filled out completely and clearly indicate why participant feels that Discharge from the Transitional Housing – Plus Program is unwarranted.

STEP 3: Participant must attach any supporting documentation to the Notice of Appeal form. Supporting documents include any information or documentation participant feels would assist in determining the merit of the Appeal.

STEP 4: Participant must send the Notice of Appeal form and supporting documentation to the Appeals Committee Coordinator:

DCFS Transitional Housing Coordinator
Berisha Black or Onitsha Newsome
Emancipation Ombudsman
3530 Wilshire Blvd. 4th floor
Los Angeles, CA 90010
(213) 351-0203
Fax (213) 637-0035

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

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

STEP 6: The Appeals Coordinator will notify the Agency staff of the Notice of Appeal Request and will request submission of copies of records supporting the decision to discharge participant.

STEP 7: The Agency Administrator will be informed of the date and time of the scheduled Appeals Review and asked to attend.

STEP 8: Following the Appeals Review, a decision will be rendered by the Appeals Committee within 5 business days. A Notice of Appeal Result form documenting the Appeal Review Committees decision will be forwarded to the Transitional Housing – Plus Program Manager and participant. The Notice of Appeal Result will recommend Reinstatement with or without conditions or Denial of Appeal.

STEP 9: Agency staff and participant will adhere to the decision rendered by the Appeals Review Committee.

STEP 10: Participant will be reinstated with or without conditions or Discharged within 30 days.

EXHIBIT A-9

TRANSITIONAL HOUSING PROGRAM – PLUS

NOTICE OF APPEAL REQUEST

Name of Appealer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Message #: _____

Effective Discharge Date: _____

Reason for Discharge:

_____
_____
_____

Agency Social Worker: _____

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

_____
_____
_____
_____

Supporting documents attached: ☐Yes ☐No

List supporting documents: _____
_____
_____
_____

Participant's Signature _____ Date _____

EXHIBIT A-10

TRANSITIONAL HOUSING PROGRAM – PLUS

ACKNOWLEDGEMENT OF RECEIPT OF APPEAL PROCESS AND PROCEDURES

I, _____ have received a copy of the Transitional Housing Program – Plus Appeal Process and Procedures Policy.

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

Participant Signature: _____

Date received: _____

EXHIBIT A-11

TRANSITIONAL HOUSING PROGRAM – PLUS

PARTICIPANT'S VERIFICATION OF HOMELESSNESS

Agency: _____

Participant Name: _____

Date of Intake: _____

I, _____, certify the following statement to be true and accurate, regarding my prior living arrangements and my efforts to obtain housing.

_____

_____

_____

_____

_____

_____

_____

_____

Participant Signature: _____ Date: _____

EXHIBIT A-12

TRANSITIONAL HOUSING PROGRAM – PLUS

FURNITURE INVENTORY FORM

☐**ADMISSION INVENTORY** ☐**QUARTERLY INVENTORY** ☐**EXIT INVENTORY**

Agency Name: _____ Date: _____

Participant's Name: _____

Unit Address: _____

ITEM	CONDITION		REPAIRED/REPLACED		DATE
1. Bed	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
2. Night Stand	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
3.Kitchen Table	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
4. Kitchen Chairs	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
5.Sofa	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
6.Coffee Table	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
7.End Table(s)	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐ No	
8._____	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
9._____	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
10._____	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐ No	

Agency Staff Signature _____

Participant's Signature _____

EXHIBIT A-13

TRANSITIONAL HOUSING PROGRAM - PLUS

PARTICIPANT OCCUPANCY FORM

AGENCY: _____ FOR THE MONTH OF _____ 200____

AGENCY'S THP – PLUS CAPACITY: _____

ADMISSION DATE	PARTICIPANT NAME (Last, First)	ADDRESS (INCLUDING Apt #, City, Zip)	PHONE	CASE #	UNIT	# OF PARTICIPANTS SHARING UNIT	UNIT CAPACITY

Use additional sheet(s) if necessary

EXHIBIT A-14

TRANSITIONAL HOUSING PROGRAM – PLUS

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. _____ FOSTER BILL OF RIGHTS

4. _____ THP – PLUS EXPECTATIONS
   a) Employment and Education
   b) Savings
   c) Training Requirements
   d) Youth Survey

5. _____ NAME AND PHONE NUMBER OF AGENCY SOCIAL WORKER

6. _____ EMERGENCY PLAN INCLUDING PHONE NUMBERS

7: _____ OTHER: _____

8: _____ OTHER: _____

_____ _____
PARTICIPANT'S SIGNATURE DATE

EXHIBIT A-15

TRANSITIONAL HOUSING PROGRAM – PLUS

ENTRY ASSESSMENT

Agency: _____

Name: _____ **Age:** _____

1. **Did the youth complete the Independent Living Skills Classes prior to entering the THP – Plus (THP – Plus) Program?**
   Yes _____ When? _____ No _____

2. **Did the youth have a high school diploma at time of entry into THP – Plus?**
   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 THP – Plus/:**
   Full-time _____ Part-time _____ Not Employed _____

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

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

EXHIBIT A-15a

TRANSITIONAL HOUSING PROGRAM – PLUS

TWELVE MONTH ASSESSMENT

Agency: _____

Name: _____ **Age:** _____

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

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

Name of School _____
Expected completion date _____

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

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

Enrolled _____ Completed ____ Date of completion ____ Degree ____

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

a) 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 _____

TRANSITIONAL HOUSING PROGRAM - PLUS

YOUTH INTERVIEW

Date: _____

Youth Interviewed: _____

Interviewer: _____

1. Assessment Factors

Appearance:	Age, dress, hygiene
Behavior:	Tense, agitated, calm
Cognition:	To interviewers, time, place, and situation
Impulse Control:	Judgement, response to questions
Speech:	Rate and flow of speech
Affect:	Appropriateness to content, i.e., flat, blunted, animated bright

_____

_____

_____

2. Support System

Do you have a best friend or someone you can really talk to? If this person is a peer, is there an older adult who you discuss problems with?

_____

_____

_____

3. Education

Are you currently in school, if so which one? If not, do you plan to attend?

_____

_____

_____

4. Psychological

Have you ever been depressed or on medication? What do you do when you get depressed?

_____

_____

_____

5. Medical

_____

_____

_____

6. Drugs

Have you ever experimented with drugs/alcohol? If so, what kind? How long ago? Frequency of use? Would you say that the drugs/alcohol are a problem for you?

_____

_____

_____

7. Activities

What do you do for fun? What kind of things do your friends do? What type of recreational activities would you enjoy?

_____

_____

_____

8. Money Management

a) Where do you currently get money to take care of your personal needs?
b) If no income, how do you plan to take care of yourself? (i.e., money for self support)
c) Do you have a savings account?
d) What is the difference between gross and net pay?
e) How do you create a monthly budget?

_____

_____

_____

9. Food management

a) Can you cook?
b) Have you ever shopped for groceries?

_____

_____

_____

10. Medical Care

a) If you had a medical emergency, where would you go for immediate services?
b) Have you ever made your own appointment with a doctor or dentist?
c) Give two methods for preventing the spread of sexually transmitted disease?
d) Do you know how to use a Medi-Cal card?

_____

_____

_____

11. Educational Planning

a) What is your educational goal?
b) How would you enroll in adult education/vocational training or college?
c) Does youth have a realistic view of chances to complete educational goals?

_____

_____

_____

12. Job Seeking Skills

a) With the education and experiences that you have, what type of jobs could you get?
b) Can you read want ads to find job leads?
c) Have you ever had a job interview or practiced having one?
d) What are your methods for finding work?

_____

_____

_____

13. Employment

a) Have you had a job?
b) What did you do? How much did you earn? How long did you work?

_____

_____

_____

14. Emergency and Safety Skills

a) What are some important tips that may help prevent fire in the home:
b) How do you put out a grease fire?
c) Describe the jobs/functions of the police, ambulance, fire department?

_____

_____

_____

15. Housekeeping

a) What type of cleaners do you use to clean the kitchen and bathroom?
b) How often should you clean your house?
c) What happens when you mix bleach and ammonia?
d) Explain to us what steps you would take to clean the following rooms in an apartment, bathroom, kitchen, bedroom, living room?

_____

_____

_____

16. Problem Solving

a) Have you ever had a roommate?
b) How have you resolved roommate problems in the past?

_____

_____

_____

17. Personal Issues

a) What do you expect to gain from this program?
b) What are your goals for employment?
c) If you don't get accepted into this program, where would you go?

_____

_____

_____

EXHIBIT A-17

SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM
TRANSITIONAL INDEPENDENT LIVING PLAN (STEP-TILP)

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, California 95814

July 16, 2002

REASON FOR THIS TRANSMITTAL
[X] State Law Change
[ ] Federal Law or Regulation Change
[ ] Court Order
[ ] Clarification Requested by One or More Counties
[ ] Initiated by CDSS

ALL COUNTY LETTER NO. 02-53

TO: COUNTY WELFARE DIRECTORS
CHIEF PROBATION OFFICERS
COUNTY FISCAL OFFICERS
FOSTER FAMILY AGENCIES
GROUP HOME PROVIDERS
COUNTY INDEPENDENT LIVING PROGRAM COORDINATORS
TRANSITIONAL HOUSING PLACEMENT PROGRAM PROVIDERS
CALIFORNIA STATE FOSTER PARENTS' ASSOCIATION

SUBJECT: **SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM TRANSITIONAL INDEPENDENT LIVING PLAN (STEP-TILP)**

REFERENCE: ALL COUNTY LETTER NO. 02-25, ALL COUNTY INFORMATION NOTICE I-93-01

The purpose of this letter is to provide a new form, the STEP-TILP (STEP 8), for counties participating in the Supportive Transitional Emancipation Program. This program allows ongoing financial support for emancipated foster/probation youth, up to age 21 who pursue a plan described in the STEP-TILP for completing educational and career and other goals.

Participating counties are required to use this form. The STEP-TILP contains the educational/vocational, or other goals related to self-sufficiency mutually agreed upon by the youth and the county welfare or probation department or independent living program coordinator. The youth must be participating in the activities identified in the STEP-TILP. The form shall be up-dated at least annually. Participants are responsible for informing the county whenever changes occur that affect payment of aid, including changes in address, living circumstances, educational, career, and training programs.

If you have any questions concerning this letter, please contact Sonya St. Mary at (916) 324-5809, sonya.st.mary@dss.ca.gov or Chris Forté at (916) 327-6926, chris.forte@dss.ca.gov.

Sincerely,

Original Document Signed
By Nina Grayson For

SYLVIA PIZZINI
Deputy Director
Children and Family Services Division

SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM

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

PERSONAL DATA

START DATE OF PROGRAM: | COMPLETION DATE:

NAME: | SSN: — — | DATE OF BIRTH: | AGE: | GENDER: M F

COUNTY OF THE LAST HELD DEPENDENCY/WARDSHIP: | NAME OF LAST SOCIAL WORKER:

CURRENT ADDRESS: | CITY: | COUNTY: | STATE: | ZIP: | TELEPHONE: ( )

MAILING ADDRESS IF DIFFERENT: | CITY: | COUNTY: | STATE: | ZIP: | OTHER TELEPHONE: ( )

TRIBAL AFFILIATION: ☐ 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		RATE OF PAY: $ per hour
SHIFT I WORK: ☐ Day ☐ Swing ☐ Evening ☐ Grave ☐ Other *(specify)*:			
SUPERVISOR/CONTACT PERSON:		TELEPHONE: ( )	
PROOF OF EMPLOYMENT *(ATTACH)*:			

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:_____

HOUSING

My current living situation is *(check all that apply)*: ☐ With spouse ☐ With minor children
☐ Alone renting an apartment or house ☐ Transitional Housing ☐ Host Family ☐ With parent
☐ With roommate renting an apartment or house ☐ With relatives ☐ College Dorm ☐ Homeless
☐ Shelter ☐ Section 8 Vouchers ☐ Unsafe ☐ Temporary ☐ With friends
☐ Other (specify): _____

My current living situation is safe: ☐ YES ☐ NO

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

_____

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

I am currently on the transitional housing waiting list: ☐ YES ☐ NO

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

My housing needs are:_____

_____

My housing Service Provider is: _____

My Service Provider will assist me by:_____

DRIVERS LICENSE

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

If NO, please explain:_____

My plans to obtain one are:_____

My Service Provider will assist me by:_____

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

I currently have car insurance: ☐ YES ☐ NO

If NO, please explain:_____

My plans to obtain insurance are:_____

My Service Provider will assist me by:_____

SUPPORT NETWORK

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

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

FINANCIAL

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

☐ Other (specify):_____

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

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

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

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

STEP PARTICIPANT	DATE
SERVICE PROVIDER	DATE
COUNTY REPRESENTATIVE	DATE

PERSONAL DATA FORM

These questions are for data collection purposes only.

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

1. Current Marital Status: ☐ Never Married ☐ Married ☐ Widowed ☐ Divorced ☐ Legally Separated

2. Number of children: ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

3. Since I turned 18 years old I was incarcerated: ☐ YES ☐ NO

EXHIBIT A-18

TRANSITIONAL HOUSING PROGRAM – PLUS

SAVINGS AGREEMENT

The Transitional Housing – Plus Program provides rental assistance during your stay in the program. However, it is required that you save a portion of your monthly income for.

Thirty Percent (30%) of your monthly net income is required initially for savings during your first six months of participation in the program. The percentage will graduate to Fifty percent (50 %) during your seventh month of participation in the program. Payment must be paid in the form of a money order or check. Receipts will be issued for each payment.

In the event that you lose your job or change jobs, an adjustment in your monthly rental agreement will be made. If you lose your job and are unable to pay rent, you will have one month to secure new employment before facing eviction.

I, _____agree to pay 30 % or 50% of my net income per month to the Transitional Housing Plus Program. The current percentage due is _____%, beginning _____ and ending _____. My monthly contribution based on this percentage will be $_____.

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

***Note: All funds deposited into my interest earning THP – Plus account will be returned to me upon departure from the Program, minus any assessment for documented property destruction.

_____ _____

Participant's Signature Date

_____ _____

Contractor's Social Worker Signature Date

SPECIAL INCIDENT REPORT

AGENCY NAME:_____ DATE: _____

PARTICIPANT'S ADDRESS: _____

CITY, STATE ZIP CODE _____

PARTICIPANT NAME/CASE #	DATE	TIME	LOCATION OF INCIDENT	DATE OF PLACEMENT	SEX	DOB

LIST ALL STAFF PRESENT DURING INCIDENT:

_____

_____

_____

TYPE OF INCIDENT;

AWOL		SCHOOL INCIDENT		STAFF RELATED INCIDENT	
SUBSTANCE ABUSE		POLICE INVOLVEMENT		SEXUAL INCIDENT	
PHYSICAL VIOLENCE		ALLEGED CHILD ABUSE		OTHER	
SUICIDE ATTEMPT		INJURY/ILLNESS		OTHER	

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

CONCLUSIONS: (WHAT HAPPENED AND WHY)

SUPERVISOR'S REMARKS: (INCLUDE ADMINISTRATIVE FOLLOW-UP)

Staff making report signature	Print Name	Date report written
Supervisor's signature	Print Name	Date

PERSON NOTIFIED REGARDING INCIDENT

WHO	DATE & TIME	TELEPHONE	DATE NOTIFIED	PERSON CONTACTED
PARENT/GUARDIAN				
POLICE REPORT #				
CSW/DPO				
CHILD ABUSE REPORT FILE				

LIST ANY OTHER ATTACHMENTS/SUPPORTING DOCUMENTS:

_____

_____

_____

_____

NAME AND TITLE OF STAFF SUBMITTING REPORT: _____

DATE AND TIME SUBMITTED: _____

EXHIBIT A-20

TRANSITIONAL HOUSING PROGRAM – PLUS
MONTHLY REPORT
REPORTING PERIOD _____

AGENCY NAME: _____

TOTAL # SERVED: _____#ADMITTED _____#DISCHARGED_____

 # DCFS YOUTH_____ #NON-PARENTING _____ # PARENTING _____

#PROBATION YOUTH _____# NON-PARENTING _____# PARENTING_____

1. **What percentage of youth entered the program with a high school diploma? _____**

2. **What percentage of youth earned a high school diploma within 12 months of admission? _____**

3. **What percentage of youth were employed at the time of entry into the program? _____**

4. **What percentage of youth were employed within 12 months of admission? _____**

5. **What percentage of youth had an average hourly wage of $6.25 at the time of entry into the program? _____**

6. **What percentage of youth had an average hourly wage above $7.50 within 12 months of admission? _____**

7. **What percentage of youth reported having a consistent relationship with a caring adult at entry into the program? _____**

8. **What percentage of youth reported having a consistent relationship with caring adult within 12 months of admission? _____**

_____ _____
Contractor's Project Director **Date**

EXHIBIT A-20a

TRANSITIONAL HOUSING PROGRAM – PLUS

QUARTERLY REPORT

REPORTING PERIOD _____

AGENCY NAME: _____

Participant's Name: _____ **DOB:** _____

Address: _____ **Tel:** _____
_____

Admission Date: _____ **Projected Completion Date:** _____

ELP Completion Date: _____

ELP Goals: _____
_____
_____

1. Educational/Employment Status:

_____
_____
_____
_____

2. Vocational Training/Job Description:

_____
_____
_____
_____

Career/Vocational Goal: _____

3. The Participant received training in the following areas:

_____
_____
_____
_____
_____

4. The Agency observed progress by the Participant in the following areas:

_____
_____
_____
_____
_____
_____

5. This quarter the Agency assisted the Participant in working toward the following case goals:

Goals	**Assistance**
_____	_____
_____	_____
_____	_____
_____	_____

6. The Participant reached the following goals:

_____
_____
_____
_____
_____

7. The Agency recommends that the following be included in the Participants case plan.

_____
_____
_____
_____
_____

_____ _____
Contractor's Social Worker Signature **Date**

_____ _____
Contractor's Social Work Supervisor Signature **Date**

EXHIBIT A-21

TRANSITIONAL HOUSING PROGRAM – PLUS

EXIT ASSESSMENT

Name: _____ DOB: _____

Address: _____
_____

Entry Date: _____ Exit Date: _____

Departure Reason: Planned _____ Unplanned _____ Violation/Discharge _____

---

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

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

3. Is the participant enrolled in, or completed higher learning?
   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 exit salary? Yes _____ No _____

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

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

Address: _____
_____
Phone: _____

7. Emergency Contact: _____
Address: _____
_____
Phone: _____

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

Exit Interview Questions:

1. What was helpful in THP – Plus? _____
_____

2. What was not helpful in the program? _____
_____

3. Do you feel you successfully completed the program? Why or Why not? _____
_____

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

Savings Disbursement: Issued/Amount $ _____ Date: _____
Check # _____

Participant's Signature: _____

Social Worker's Signature _____

EXHIBIT A-22

TRANSITIONAL HOUSING PROGRAM – PLUS

FOLLOW-UP SURVEY

Name of Participant: _____ DOB: _____

Address: _____

1. Date of contact: _____

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

   If no, indicate new address _____
   _____
   Phone Number _____

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

3. Is the participant currently employed? Yes ____ No ____
   Full-time _____ Part-time _____ Monthly Salary $_____

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

<u>Attempted Contacts</u>: _____ **Unable To Locate**

_____ _____
Date Comments

_____ _____
Date Comments

_____ _____
Date Comments

<u>Notes:</u>

_____
_____
_____
_____
_____
_____
_____

_____ _____
Staff Signature Date

EXHIBIT A-23

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EXHIBIT A-24

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EXHIBIT A-25

TRANSITIONAL HOUSING PROGRAM - PLUS

MONTHLY INCOME LOG

FOR _____ 200___
(MONTH)

AGENCY: _____

PARTICIPANT: _____

ITEM	AMOUNT RECEIVED	DATE
FOOD $200.00 OR $250.00	$	
TELEPHONE	$	
LAUNDRY/ DRY CLEANING	$	
TOILETRIES	$	
CLEANING SUPPLIES	$	
BUS PASS	$	
MISC.	$	
OTHER:	$	
INCOME		
SOURCE:		
TOTAL EXPENSES/INCOME		

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED.

_____ _____
PARTICIPANT'S SIGNATURE DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
$	$	

_____ _____
AGENCY STAFF DISTRIBUTING MONETARY PROVISION DATE

EXHIBIT A-26

SERVICE DELIVERY SITES FOR

TRANSITIONAL HOUSING PROGRAM – PLUS SERVICES

THP-Plus Administrative Office/Headquarters (AGENCY)

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P) 213/381-2931 x 233 Fax (F) 213/381-7804
St. Anne's Maternity Home	155 N. Occidental Blvd. Los Angeles, CA 90026	Janice Kanellis, Vice President Programs	P: ( ) F: ( )

THP-Plus Service Site(s) (FACILITY)

FACILITY Name	FACILITY Address	FACILITY Contact Person	Phone (P) Fax (F)
Bogen Family Center Transitional Housing Program	151 N. Occidental Blvd Los Angeles, CA 90026	Janice Kanellis, VP Programs	P: (213) 381-2931 x 237 F: (213) 381-7804
			P: ( ) F: ( )
			P: ( ) F: ( )

(Please make additional copies of this form if necessary)

EXHIBIT A-27

TRANSITIONAL HOUSING PROGRAM – PLUS UNIT VERIFICATION FORM

CONTRACTOR: _____ **DATE:** _____

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

PARTICIPANT: _____ **CASE #** _____

NUMBER OF BEDROOMS: _____ **BATHROOMS:** _____

THP – PLUS PARTICIPANT(S) THAT CURRENTLY RESIDE IN THIS UNIT:

_____ _____

MY SIGNATURE BELOW VERIFIES THAT THE ABOVE LISTED UNIT COMPLIES WITH ALL OF THE FOLLOWING:

1. THP – Plus participants shall not share a room or unit with any individual who is not participating in the THP – Plus program except an infant child(ren) of the THP – Plus participant.
2. No more that two (2) THP – Plus participants shall share a living unit.
3. THP – Plus participants of the opposite sex shall not share a bedroom.
4. Each THP – Plus participant that shares a living unit shall have sufficient designated food storage space for perishable and non-perishable foods.
5. No more than two (2) THP – Plus participants shall share a refrigerator (Does not apply to Single Family Residence).
6. No more than two (2) THP – Plus participants shall share a bathroom.
7. No more than two (2) THP – Plus participants shall share a telephone or telephone line (Does not apply to Single Family Residence).
8. THP – Plus participants with an infant(s) shall be furnished with a bassinet or crib(s) as appropriate.
9. Living units shall be equipped with child safety features, including, but not limited to, childproof cabinets, drawer locks, door locks, and electrical outlet protectors when THP – Plus participants are placed with their children.
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 drawer and closet space to store the THP – Plus participant's belongings and clothing.
12. THP – Plus participants or their child(ren) shall not use bunk beds, cots, rollaway beds or futons.
13. One or more parking space(s) are allocated to the unit.
14. Unit is adequately furnished with furniture/appliances that are in good and safe condition.
15. Window treatments are provided.
16. Unit is adequately equipped with smoke detectors.
17. Participant was given an emergency plan that includes emergency information, instructions and telephone numbers and is posted in the unit.

_____ _____

Agency Staff Signature Name and Title

EXHIBIT A-28

TRANSITIONAL HOUSING PROGRAM - PLUS

PERSONAL/HOUSEHOLD ITEM INVENTORY

AGENCY: _____ **DATE:** _____

PARTICIPANT: _____

PERSONAL HYGIENE

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

LAUNDRY ITEMS_____

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

FIRST AID ITEMS

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

CLEANING ITEMS

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

HOUSEHOLD ITEMS

____ IRON
____ CAN OPENER
____ COOKWARE
____ DINNERWARE
____ UTENSILS
____ CUTLERY
____ IRONING BOARD
____ OTHER

LINENS

___ **FITTED SHEETS**
____ **FLAT SHEETS**
____ **PILLOWCASE**
____ **BLANKET**
____ **MATTRESS COVER**
____ **BEDSPREAD**
____ **BATH TOWELS**
____ **WASH CLOTHS**
____ **OTHER:** _____

UPON ADMISSION AGENCY HAS PROVIDED YOU WITH ANY REQUIRED ITEMS.

_____ _____

PARTICIPANT'S SIGNATURE & DATE **STAFF SIGNATURE & DATE**

TRANSITIONAL HOUSING PROGRAM– PLUS

INITIAL CASE PLAN

Introduction

The goal of THP – Plus is to help emancipated youth ages 18 through the day before their 24th birthday to secure stable housing and employment, and become financially self-sufficient. The participant must be motivated to become financially independent, follow THP – Plus rules and regulations, and participate in mandatory training sessions. THP – Plus provides up to 24 months of cost-free housing while teaching you practical skills.

Life Skills

Participants are required to attend and participate in weekly Life Skills classes conducted by the Agency staff; non-participation in the Life Skills classes is grounds for a Program Violation. Life Skills topics include budgeting and savings; health and medical care; housekeeping, apartment seeking; employment search and interview skills; educational and career goals, and beyond. The skills learned at Life Skills classes are directly related to your success while in THP – Plus and when you are on your own.

Employment

Gainful employment is an integral part of THP – Plus. You are expected to maintain ongoing employment. If you are not satisfied with your current job, you are expected to keep that job until you have secured a new job to take its place. You are not to quit a job without having another job to take its place (<u>if you quit you will receive a program violation.</u>)

You are required to:

- Work a minimum of 35-40 hours per week (full-time employment) or more if you are not enrolled in school,

- Work at least 35-40 hours per week (full-time employment) if your class enrollment is less than 12 units, or

- Work a minimum of 20 hours per week (part-time employment) if your class enrollment totals 12 units or more.

If you enter THP – Plus without employment, you will have 60 days to find employment. Your social worker will provide referrals and resources for employment and/or vocational training programs. You will be given a 30 Day Notice of Discharge from the Program if you have not actively sought or secured employment after 60 days.
If you lose your job for any reason, you will have 60 days to find new employment. You will be expected to write an explanation of why your employment was terminated. If you

do not actively seek or find employment at the end of the 30 days, you will be discharged from THP – Plus and given a 30 Day Notice to move out of your residence.

You have the responsibility to provide your social worker with paycheck stubs for the entire month, and any other documents necessary to verify your employment and income. In addition, your paycheck stubs will be used to calculate the amount of savings you must contribute on the 1st of the month.

Please answer the following questions:

1. Are you presently employed? Yes _____ No _____

2. If you are employed, please provide your employer's information:

   Name: _____
   Address: _____
   _____
   Phone: _____

3. How many hours a week do you work? _____

4. What is your hourly wage? _____

5. Do you have medical benefits? Yes _____ No _____

If you are not employed, answer the following questions:

1. What type of job are you looking for?

   _____
   _____

2. Have you received any specific job training?

   _____
   _____

3. What types of skills do you have?

   _____
   _____

4. List your three previous employers:

   a. _____

b. _____

c. _____

Mandatory Savings

An important part of THP – Plus is to give all of its participants an opportunity to learn how to budget their money, establish a savings plan and experience what it is like to pay rent on a regular basis. To help residents learn how to take on the real life experiences of an independent young adult, THP – Plus requires that residents save a portion of their net monthly income on the 1st of each month.

While at THP – Plus, participants are required to contribute:

- 30% of their monthly net income during months 1 through 6
- 50% of their monthly net income during months 7 through 24

You will be required to contribute to your savings the 1st month you move-in. You must make arrangements with your social worker if you are unable to contribute to your savings during the 1st month. Failure to contribute to your savings account is considered a violation of Program rules, and ultimately will result in discharge from THP – Plus. Your social worker and the Agency will keep a log of all your contributions to your savings account; you will also be expected to keep you own records.

In the event you lose or change jobs, an adjustment in your monthly savings contribution will be made. Remember that you have 60 days to actively seek and find a new job before facing discharge from the Program.

Education

While at THP – Plus, you will have an opportunity to achieve your educational goals, but keep in mind that you are required to:

- work a minimum of 35 hours per week or more if you are not enrolled in school, or
- work at least 35 hours per week if your class enrollment is less than 12 units, or
- work a minimum of 20 hours if your class enrollment totals 12 units or more.

To qualify as a full-time student you must confirm your student status by providing your social worker with an official class schedule at the beginning of each semester/quarter, and a copy of your official grades at the end of each semester/quarter.

Are you attending a:	vocational or trade school?	Yes	No
	career training academy	Yes	No
	community college/university	Yes	No
	other training program? Specify	_____	

If yes, please answer the following questions:

1. What is the name and address of your educational institution:

Name: _____

Address: _____

Phone: _____

2. Dates of attendance at this institution: _____ to _____

3. Grades for the last departing period (attach copies): _____

4. What is your educational goal?

_____

_____

Goals and Objectives

This section is for you to use as a tool for setting your goals for the next six months. For example, "I will save $1000.00 in the next six months." "I will contribute $400.00 a month to my savings account, and save $2,400 by the time I complete the Program."

What are your goals for the next six months?

a. _____

_____

b. _____

_____

c. _____

_____

How will you achieve your goals?

a. _____

_____

b. _____

_____

c. _____

_____

Social Worker Case Plan

As your social worker, I will facilitate your goals by:

- ❑ providing you job referrals within three days of moving into a THP – Plus residence;
- ❑ sharing information during life skills classes on how to become independent, such as budgeting and shopping, health, housekeeping, job interviewing and searching, suggestions on how to resolve conflicts with other, and identify educational and career interests;
- ❑ Providing you the opportunity to participate in Life Skills classes, trainings and conferences to assist you in meeting your financial, career and educational goals.
- ❑ _____
- ❑ _____
- ❑ _____
- ❑ _____
- ❑ _____

Signature of Participant: _____ Date: _____

Signature of Social Worker: _____ Date: _____

Signature of Supervisor: _____ Date: _____

TRANSITIONAL HOUSING PROGRAM – PLUS

CASE PLAN UPDATE

Date of Admission: _____

Participant Name: _____ Date: _____

Your main task to achieve self sufficiency i.e., paying utilities, renting an apartment, maintaining an adequate food supply and taking care of personal needs. <u>You must be gainfully employed to become self-sufficient.</u>

Our first priority in the program is employment:

Does resident have a job? Yes No

Job Title: _____

Length of time employed: _____

Work Address: _____

_____

Phone Number: _____

<u>EMPLOYMENT/FINANCIAL</u>

Salary: _____

If not employed – Give reason: _____
_____
_____
_____

Does participant have:

A car?	Yes	No
Car insurance?	Yes	No
Valid drivers license?	Yes	No

Does the participant have:

Checking Account?	Yes	No	Balance _____
Savings Account?	Yes	No	Balance _____

If no, explain why: _____
_____

Name of Bank of Financial Institution: _____

Goal: Amount needed at exit $ _____ Amount saved monthly $ _____

Goal(s)

1. _____

2. _____

3. _____

Time frame to accomplish the goal(s) _____
_____

EDUCATION

Is the participant attending or completed?

	Attending Yes / No	Completed Yes / No	When
G.E.D. Program			_____
High School			_____
Vocational of Career Training			_____
Community College			_____
University			_____
Other			_____

Indicate which School or Program the participant is attending and the address with phone number: _____

Indicate educational goal or objective (either to stay in School or Program or to get into a School or Program): _____
_____

Goal: _____

Objectives:

1. _____

2. _____

3. _____

Time Frame: _____

Support Services to be delivered: _____
_____

HEALTH/MEDICAL

Medical Issues Noted: _____

Physical Exam Date: _____

Dental Exam Date: _____

Doctor's Information: _____
_____

Dentist's Information: _____
_____

Support Services to be delivered: _____
_____

Time Frame: _____

Medication: _____

COUNSELING

Mental Health Status: _____

A. Reported on Intake: _____
_____
_____

B. Resident reported: _____
_____

Therapist's Address and Information: _____
_____

Support Services to be delivered: _____
_____
_____

Time Frame: _____
_____

Medication: _____
_____

Personal Information:

Does the participant need to acquire any of the following documents?
CA ID Soc. Sec. Card Birth Certificate Medi-Cal

Does the participant have the following documents?

CA ID	Yes _____	No _____
Soc. Sec. Card	Yes _____	No _____
Birth Certificate	Yes _____	No _____
Medi-Cal	Yes _____	No _____
Driver's License	Yes _____	No _____

If any documents are missing how will the participant go about obtaining them?
_____
_____
_____

Time Frame to obtain document(s): _____
_____
_____

If the resident is a male has he registered with the Selective Service? Yes No

If not, when will he register? _____

Program Violation Notices (since entering the program

Date: _____ Reason: _____
Date: _____ Reason: _____
Date: _____ Reason: _____

Participant specific issues to be considered: _____
_____
_____
_____
_____

Participant Signature and Date: _____

Social Worker Signature and Date: _____

EXHIBIT A-31

TRANSITIONAL HOUSING PROGRAM – PLUS

EMPLOYMENT PLAN FOR UNEMPLOYED PARTICIPANTS

Participant Name: _____ Date: _____

Address: _____

Telephone Number: _____

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

Expected Departure Date: _____

To be completed by the THP – Plus participant:

I _____, acknowledge that I have been unemployed since _____. I understand that a condition of my continued participation in THP – Plus is dependent on following the rules and requirements of the program. One of the major program requirements is to seek and maintain employment in order to remain in the program. I understand that if I do not complete this plan and obtain employment _____. I will be given a 30 day notice and discharged from the program for lack of participation.

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

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Participant Signature: _____

Agency social Worker Signature: _____

EXTENDED MEDI-CAL ELIGIBILITY FOR FORMER FOSTER CARE CHILDREN

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, CA 95814

REASON FOR THIS TRANSMITTAL

[ ] State Law Change
[ ] Federal Law or Regulation Change
[ ] Court Order
[ ] Clarification Requested by One or More Counties
[X] Initiated by CDSS

December 6, 2000

ALL COUNTY INFORMATION NOTICE NO. I-117-00

TO: ALL COUNTY WELFARE DIRECTORS
ALL CHIEF PROBATION OFFICERS
ALL FOSTER FAMILY AGENCIES
ALL GROUP HOME PROVIDERS
ADOPTIONS BRANCH
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES COMMUNITY CARE LICENSING LIAISONS
ALL COUNTY FISCAL OFFICERS
ALL INDEPENDENT LIVING PROGRAM COORDINATORS

SUBJECT: INFORMATION REGARDING EXTENDED MEDI-CAL ELIGIBILITY FOR FORMER FOSTER CARE CHILDREN 18 THROUGH 20 YEARS OF AGE

The purpose of this letter is to provide information regarding extended Medi-Cal eligibility for foster youth. As stated in the letter #00-41 issued by the Department of Health Services on August 14, 2000 (attachment), foster youth who are receiving foster care funds through Aid to Families with Dependent Children-Foster Care on their 18th birthday will be eligible to receive Medi-Cal services until the age of 21. The extended eligibility for Medi-Cal service became effective October 1, 2000. Conforming State statute requires State-mandated local programs to ensure that the Medi-Cal benefits to independent foster care youth are extended as defined in federal law.

The enrollment process is not automatic. In order to receive federal funds, the State is required to determine the youths' eligibility by verifying with the emancipating foster youth the following:

- The youth's consent to continue with the Medi-Cal services.
- The youth's current address.
- When a third party health insurance is involved Medi-Cal seeks reimbursement from the third party insurance. If applicable, a youth's health insurance must be reported to the eligibility worker.

A telephone or personal interview can verify these three points with an eligibility worker. This process of redetermination will be left to each county as per Department of Health Services specifications in the section titled, **implementation** (attachment).

County welfare workers, probation officers and/or youth may contact the youth's eligibility worker in their county directly to arrange for the extended Medi-Cal benefits. Counties are encouraged to work with the youth to ensure that youth are given every opportunity to participate in this program.

If you have any questions regarding Medi-Cal eligibility, please contact Ken Martinez, Department of Health Services (916) 657-0011 or Carl Miller, Department of Health Services (916) 657-0562. Questions regarding emancipating foster youth can be directed to Sonya St. Mary or Julie McIntosh, California Department of Social Services, Foster Care Services Bureau at (916) 445-7001.

Sincerely,

Original Document Signed By

SYLVIA PIZZINI
Deputy Director
Children and Family Services Division

Attachment

STATE OF CALIFORNIA-HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF HEALTH SERVICES
744 P Street
P.O. Box 942732
Sacramento, CA 94234-7320
(916) 657-2941

August 14, 2000

TO: All County Welfare Directors
All County Administrative Officers
All County Medi-Cal Program Specialists/Liaisons
All County, Public Health Directors
All County Mental Health Directors

Letter No.: 00-41

Extended Medi-Cal Eligibility for Former Foster Care Children (FFCC) 18 Through 20 Years of Age

The purpose of this letter is to inform counties that the Department of Health Services (DHS) is adding a new optional eligibility group for children who are in foster care under responsibility of the State on their 1 8th birthday and to provide the initial policies and procedures that apply to implementation of the new program.

BACKGROUND

The federal Foster Care Independence Act of 1999, which was enacted in December 1999, authorizes the State to provide continuing Medi-Cal eligibility for all children who are in foster care under the responsibility of the State on their 18 th birthday. The eligibility continues until they reach -21 years of age. The law permits waiving any income or asset tests for this population. Anyone eligible for the extended Medi-Cal eligibility under this new program will be entitled to the full scope of benefits, including Early and Periodic Screening, Diagnosis, and Treatment services.

The addition of this new Medi-Cal eligibility category is part of the Governor's Mental Health Initiative for fiscal year 2000/2001. The new statute implementing the program, Welfare and Institutions Code Section 14005.28, specifies an effective date of October 1, 2000.

Currently, when transitioning out of foster care because of age, this population is now required to reapply for Medi-Cal as medically needy for the county to make a determination of whether they are eligible for any Medi-Cal program. Frequently, these young people may not understand the importance of the notices or become confused by the process for continuing medical care coverage and thus lose contact with the county and critical medical cafe services. Recent studies and reports on former foster children

indicate that they have numerous medical and social needs which are unmet once they leave the foster care program. The federal law allowing states to continue zero share-of-cost Medi-Cal eligibility, and California's decision to adopt the option, is in response to the need to provide important health care to help these children make the transition from adolescence to adulthood by assuring that Medi-Cal coverage is continued.

ELIGIBILITY REQUIREMENTS

This new program continues eligibility for individuals who were in foster care under the responsibility of the State on their 18th birthday and it will continue until their 21st birthday. Persons in aid codes 40, 42, 4C, and 5K at the time of their 18th birthday will be eligible for the new program. Those who were in foster care on their 18th birthday and are still under the age of 21, but have been discontinued from foster care because of their age, are eligible for the program. The effective date of coverage would be no sooner than October 1, 2000.

There will be no income and resource test for this group, regardless of their living arrangements or with whom they reside. These persons will have no share of cost. A new aid code, 4M, has been created to accommodate this group. At age 18, these youths are to be transferred into aid code 4M and will retain the aid code until age 21, regardless of any change in circumstances, except residency. For example, if a FFCC returns to live with parents who are already Medi-Cal eligible, the parents will continue in their existing aid code and the FFCC would continue in the new aid code and in his/her own budget unit. If the FFCC has a child, the child will be determined Medi-Cal eligible based upon program eligibility rules applicable to the child. Even if other family members apply for the California Work Opportunity and Responsibility to Kids, the FFCC will not be affected since the other family members and their eligibility will be determined based on existing program rules, and the FFCC beneficiary will remain in aid code 4M, in a budget unit of one, as long as he/she continues to meet the criteria and wishes to maintain Medi-Cal coverage.

As with children in foster care, the choice of enrollment in a managed care health plan will be optional for this population, except when the beneficiary lives in a county organized health systems (COHS) county where enrollment is mandatory. When the beneficiary moves to another county, the 4M aid code follows him/her and the same rules apply as for children in foster care.

The question has been raised as to whether children in the Kin-Guardian Assistance Program (Kin-GAP) are eligible for the program. They are not, since the Kin-GAP population is not considered foster care. The children on this program are no longer under state control and their foster care cases have been dismissed. The Kin-GAP program establishes a separate payment rate for children placed with relatives who obtain guardianship.

AID CODES

Foster care children who, on their 1 8th birthday,, are in aid codes 40, 42, 4C or 5K are to be moved into aid code 4M. Those youths who are in foster care placement at 100 percent county expense, or who are undocumented alien children, are not eligible for the program; these populations will complete the normal Medi-Cal eligibility process to determine any continuing eligibility for any other Medi-Cal program.

IMPLEMENTATION

Implementation of the new program will be effective October 1, 2000. The county must transition the foster care youth to the extended Medi-Cal program on their 18 th birthday without requiring the foster care youth or foster care parent to complete an application. This population must be transferred from foster care into the new program based on a review of the foster care case files. Because counties are organized in ways to meet their unique needs, we do not wish to specify a single method for completing this transfer to the new program. The Medi-Cal program staff must maintain a Medi-Cal case file for each FFCC until they reach 21 years or otherwise terminate from the program by moving out of state or notifying the county of a desire not to continue in the program.

Federal regulations require that all Medicaid beneficiaries be subject to an annual redetermination of eligibility by the State. Since all income and assets tests are waived for this group, the redetermination should be limited to verification of any remaining factors that affect eligibility, such as residency. The FFCC should submit information on change of residency when that occurs.

In order to disseminate information on this new program, and to attempt to reach and identify those FFCC who were terminated from foster care before October 1, 2000, the Department of Social Services and DHS will issue a joint letter explaining the program

and the eligibility criteria to all county social service agencies, foster care provider groups, probation officers, foster care advocacy groups, and all other organizations that work and have contact with foster care and FFCC.

NOTICES OF ACTION AND OTHER FORMS

Notices of Action (NOAs) used to notify children of termination from foster care due to age must be amended to inform them of the automatic transfer to new extended Medi-Cal eligibility. Other Medi-Cal NOAs must also be modified to reflect the new program. DHS will work with DSS and the counties on the revision of these notices.

If you have questions regarding this program or letter, please contact Ken Martinez at (916) 657-0011 or Carl Miller at (916) 657-0562.

.Sincerely,

Adgeline Mrv`a, Chief
Medi-Cal Eligibility Branch

USER COMPLAINT REPORT
TRANSITIONAL HOUSING PROGRAM - PLUS SERVICES

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

E-mail Address: _____

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

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

☐ Contractor's Program Director is not responding to messages.

☐ Contractor's staff not available or not responding to messages.

☐ Contractor making staff changes without notification to the County.

☐ Illegal or inappropriate behavior by Contractor's staff.

☐ Contractor not submitting reports or maintaining records as required.

☐ Contractor not complying with the quality assurance requirements as specified in the Contract.

☐ Other (describe):

_____

_____

_____

_____

_____

To report an urgent/serious problem, call Bedrae Davis at: (213) 351-0281

Send UCR to Bedrae Davis, Children's Services Administrator II, 3530 Wilshire Blvd. Suite 400, Los Angeles, CA 90010 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

Exhibit A-34

ST. ANNE'S MATERNITY HOME
SHARED HOUSING RESPONSIBILITIES

Participant/Provider Agreement

This agreement is made in order to provide safe and stable transitional housing for Participant in the home of a lifelong connection in order to support transition to self-sufficiency. While providing these Transitional Housing Services to Participant, Provider has the right of control over and access to all areas of the home, including the program unit or areas of the home occupied by the Participant. Participant and Provider have read and understand ST. ANNE'S MATERNITY HOME PROGRAM GUIDELINES and have worked together to develop the shared housing responsibilities which are in this agreement.

Participant Name:_____

Certified Provider:_____

Move-in/Move-Out & General Household Agreements

1. Participant is able to bring in household furnishings**.** **Yes** ☐ **No** ☐
   Furnishings may be listed here:
   _____
   _____
   _____

2. It is agreed that furnishings, clothing and personal items brought in by Participant will remain with the Participant at move-out.

3. Household decoration (wall hangings, painting walls, etc.) will be handled as follows: _____
   _____
   _____

4. Participant will be provided keys to home and mailbox. **Yes** ☐ **No** ☐
   Participant may not duplicate or loan out their house key, mailbox key or room key. Lost keys must be reported to Provider immediately. Participant will not alter or remove household locks.
   Note: If Participant will not be provided keys, a plan must be outlined below describing how Participant will access the home and their mail.
   _____
   _____
   _____

5. Thirty days written notice will be provided to end this Agreement, except that the Provider may exercise their remedy to remove the Participant from the home in accordance with the Transitional Housing Misconduct Act (Health & Safety Code sections 50580 et. seq.).

6. Any illegal activity, including possession of non-prescription drugs, stolen property, assault, threats of harm, domestic violence, child or animal abuse, destruction of property, could result in termination from the Program and may be reported by Provider to appropriate authorities (law enforcement, probation, child protective services, etc.).

7. Provider will respect the privacy of the Participant. If though, the Provider has reasonable cause to believe that illegal items, e.g., drugs, weapons, etc. are present, for the safety and well-being of all household members the Provider may conduct a search of the premises occupied by the Participant. Illegal items will be seized and depending upon the circumstances, law enforcement or child welfare may be notified. When feasible, the Participant will be given the opportunity to be present during the search. If a Participant is not present for the search, he/she will be notified that a search was conducted as soon as possible. Searches will be conducted in a respectful manner. Personal property will not be intentionally damaged and every effort to return it to the state in which it was found will be made.

8. Participant agrees to notify the Provider in advance when they will be away from the home for a 24 hour period. Participant will also notify the Agency Social Worker in writing in advance whenever they will be away from the Provider's home for more than 3 nights during a calendar month. [Excessive stays away from the Program by Participant without notifying the Provider and/or obtaining Agency approval may result in early termination from program.]

9. Household cleanliness. Participant is responsible for the following household duties, and/or keeping the following areas of the household clean:

_____
_____
_____

10. Drug dealing, distribution, or manufacturing is not allowed on Provider's property. This includes, but is not limited to, the buying and selling of any illegal drug or prescription medication on the premises, or immediately surrounding the property by Participants and their guests/visitors.

11. Participant may bring daytime visitors into the home**.** **Yes** ☐ **No** ☐
Explain daytime visitation guidelines for Participant's family, friends, dates, etc.:

_____
_____
_____

Note: Visitors must behave in a lawful, respectful and responsible manner. The Participant is responsible for the behavior and actions of his/her visitors. Residents will pay for any property damage caused by their visitors.

12. Participant may bring overnight guests into the home**.** **Yes** ☐ **No** ☐
Overnight Visitation Guidelines:

_____
_____
_____

Note: Visitors must behave in a lawful, respectful and responsible manner. The *Participant is responsible for the behavior and actions of his/her visitors. Residents will pay for any property damage caused by their visitors.*

13. Participant and Provider will honor each other's religious preferences.

14. Participant will generally eat meals with rest of the household. Y**es** ☐ **No** ☐
If not, describe the Participant's plan for food preparation/meals:

_____
_____
_____

15. Participant may use the household telephone**.** **Yes** ☐ **No** ☐
If yes, explain under what conditions and/or clarify financial responsibilities for charges incurred. In all circumstances the telephone can be used in case of an emergency:

_____
_____
_____

16. Participant may at times use the Provider's family car**.** **Yes** ☐ **No** ☐
If yes, explain under what conditions this is allowed or what pre-approvals are necessary. In all cases, the Participant may only use a vehicle if properly licensed and insured in accordance with State law:

_____
_____
_____

17. Participants with children are responsible for their children. Children may not be left unattended. Participant will ensure diapers are disposed of regularly and the proper car seat or booster seat is used for the child. Participant and Provider agree to keep the home child-safe. This includes, but is not limited to keeping all power outlets covered, keeping phone or other cords out of reach of the child, and keeping small objects off of the floor.

18. The Participant agrees to be financially responsible for the repair of damage, other than normal wear and tear, caused by the Participant or the Participant's guest(s). For this purpose the Participant and Provider may agree to inventory the condition of the rooms occupied by Participant before arrival for existing damage and wear and tear and again after departure to determine whether there is any deterioration beyond reasonable use and wear for which the Participant is alleged to be responsible.

An inventory checklist (sample attached) will be used**.** **Yes** ☐ **No** ☐

19. Provider agrees to provide a supportive relationship and mentor the Participant. Participant will be included in family holidays, celebrations and special occasions. Provider will also provide support and assistance as follows (check all that apply):

- ☐ Be contacted and assist with transportation or other needs in an emergency situation. Emergency contact info:
  _____
  _____
  _____
- ☐ Assist with day-to-day transportation needs
- ☐ Mentor in cooking, baking, food preparation
- ☐ Mentor in activities that support physical health and fitness
- ☐ Provide door-openers and/or mentor in how to find employment
- ☐ Assist in learning and understanding household management
- ☐ Assist in learning to budget, save, and/or build assets
- ☐ Mentor re study skills or provide other educational support
- ☐ Mentor re vocations and/or assist in vocational training opportunities
- ☐ Provide relationship advice
- ☐ Assist to learn parenting skills
- ☐ Mentor in consumer skills and making major purchases
- ☐ Inclusion in family social and recreational activities
- ☐ Provide assistance in problem-solving
- ☐ Provide assistance and support to address legal troubles
- ☐ Support cultural learnings/experiences
- ☐ Listen, be available and provide emotional support.

Additional House Rules

(Those checked apply to this agreement**)**

- ☐ **Doors to the house will be kept locked at all times to ensure household safety.**
- ☐ **Participant will notify Provider by 10 PM so as not to worry them, if not planning to return home to sleep that night.**
- ☐ **Curfew for household members is:_____.**
- ☐ **Television, radio, stereo, etc. will be kept at a low to moderate volume and there will be no unnecessarily loud noise at any time.**
- ☐ **Televisions, radios, stereos, etc. may be played softly between 10 PM and 9 AM.**
- ☐ **No pets or animals (including fish or birds) may be brought into the home by Participant.**
- ☐ **Use of tobacco/smoking inside the home is not allowed.**

By signing this agreement, I am indicating that I understand and agree to all Shared Housing Responsibilities within this Agreement. I am also indicating that I have read, understand and agree to comply with all guidelines in the document entitled MY HOME PROGRAM GUIDELINES, including all Team Member Responsibilities outlined therein.

_____ _____

By: Date

Signed:

_____ _____

By: Date

EXHIBIT A – 35

ANSELL-CASEY LIFE SKILLS ASSESSMENT

Ansell-Casey Life Skills Assessment
Youth Level 4
(Version 4.0)

Instructions: These questions will ask you about what you know and can do. Try to answer all the questions.

Demographics

1. **I am:** ○ Male ○ Female

2. **My current age (years):** _____

3. **My grade in school:**

○ 1st grade
○ 2nd grade
○ 3rd grade
○ 4th grade
○ 5th grade
○ 6th grade
○ 7th grade
○ 8th grade
○ 9th grade
○ 10th grade
○ 11th grade
○ 12th grade
○ Trade school
○ In college
○ Not in school
○ Other

4. **My race/ethnicity? (Please choose all that apply)**

○ American Indian or Alaskan Native
○ Asian Indian
○ Black, African-American
○ Chinese
○ Filipino
○ Guamanian or Chamorro
○ Hispanic/Latino/Spanish
○ Japanese
○ Korean
○ Native Hawaiian
○ Other Asian
○ Other Pacific Islander
○ Other Race: _____
○ Samoan
○ Vietnamese
○ White

5. **My primary race/ethnicity? (Please choose only one)**

○ American Indian or Alaskan Native
○ Asian Indian
○ Black, African-American
○ Chinese
○ Filipino
○ Guamanian or Chamorro
○ Hispanic/Latino/Spanish
○ Japanese
○ Korean
○ Native Hawaiian
○ Other Asian
○ Other Pacific Islander
○ Other Race: _____
○ Samoan
○ Vietnamese
○ White

6. **If you are American Indian, Native American, or Alaska Native, please write the name of your Tribal or Community Affiliation on the line below.**

_____

7. **Postal (zip) code of your home address (for research purposes):_____**
8. **Which answer best describes your current living situation:**

- ○ On my own (alone or shared housing)
- ○ With my birth (biological) parents
- ○ With my birth (biological) mother or father
- ○ With my adoptive parent(s)
- ○ With my foster parent(s) who is/are unrelated to me
- ○ With relatives (not foster care)
- ○ With relatives who are also my foster parents
- ○ In a group home or residential facility
- ○ In a juvenile detention or corrections facility
- ○ With a friend's family (not foster care)
- ○ At a shelter or emergency housing
- ○ With my spouse, or partner, or boyfriend or girlfriend
- ○ Other

9. **How many years have you been in this living situation? _____**

10. **I have a Social Security number:**

○ Yes ○ No

11. **I have a copy of my birth certificate:**

○ Yes ○ No

12. **I have a photo ID:**

○ Yes ○ No

13. **When completing this assessment, I am at the following location:**

- ○ Employment or vocational agency
- ○ Youth/family community service agency
- ○ School library, classroom, or computer room
- ○ Public Library
- ○ Foster care agency
- ○ Recreation facility (like YMCA, Boys/Girls Club)
- ○ Where I live
- ○ University
- ○ Church, synagogue, temple, mosque or religious facility
- ○ Juvenile detention or correction facility

Knowledge and Behavior Items

Please circle the number (1, 2 or 3) that describes you best:

	Not like me	Somewhat like me	Very much like me
Career Planning			
1. I have used school resources to investigate different types of employment	1	2	3
2. I discuss education plans with teachers, employer, or counselors	1	2	3
3. I know of resources in the community that provide tutoring	1	2	3
4. I have explored work-related internships	1	2	3
5. I read to improve my work skills	1	2	3
6. I know the education required for the work I am interested in doing	1	2	3
7. I sometimes read materials to further my knowledge in a specific area	1	2	3
8. I have a career plan	1	2	3
9. I can find financial aid resources to further my education	1	2	3
10. I can name two reasons why personal contacts can be important in finding a job	1	2	3
11. I know where to find information about job-training	1	2	3
12. I can explain the difference between assertive and aggressive behavior	1	2	3
13. I can demonstrate two positive ways for dealing with discrimination	1	2	3
Daily Living			
1. I plan nutritious meals	1	2	3
2. I evaluate my diet for nutritional balance	1	2	3
3. I eat a variety of healthy foods each day	1	2	3
4. I think about how what I eat impacts my health	1	2	3

	Not like me	Somewhat like me	Very much like me
5. I look at calories and fat content on product labels	1	2	3
6. I eat some vegetables each day	1	2	3
7. I use a shopping list at the grocery store	1	2	3
8. I compare prices to get the best value	1	2	3
9. I clean kitchen equipment after meal preparation	1	2	3
10. I can make meals using a recipe	1	2	3
11. I follow the directions on cleaning products	1	2	3
12. I check clothing-care directions when doing laundry	1	2	3
13. I use good table manners	1	2	3
Housing and Money Management			
1. I can calculate the costs of car ownership (e.g., registration, maintenance)	1	2	3
2. I can describe how to monitor a checking account balance	1	2	3
3. I can describe how to develop a good credit rating	1	2	3
4. I can name three disadvantages of purchasing with credit	1	2	3
5. I know the typical fee charged for ATM transactions	1	2	3
6. I understand what is covered by liability car insurance	1	2	3
7. I know where to find tax information on a pay stub	1	2	3
8. I know how to find out about my credit rating	1	2	3
9. I can calculate housing start-up costs (e.g., application fee, security deposit)	1	2	3
10. I know where in my community one can get help for completing tax returns	1	2	3

	Not like me	Somewhat like me	Very much like me
11. I know the advantages and disadvantages of buying from “rent-to-own” stores			
12. I know what information is asked for in an apartment rental application	1	2	3
13. I balance my bank statement regularly	1	2	3
14. I can use an Automatic Teller Machine (ATM)	1	2	3
15. I understand the consequences of breaking a lease	1	2	3
16. I can explain the benefits of having homeowner or renter’s insurance	1	2	3
17. I have completed an income tax form	1	2	3
18. I plan for the expenses that I must pay each month	1	2	3
19. I can name two ways to invest money	1	2	3
20. I can identify two ways to put money into savings	1	2	3
21. I keep a record when I pay bills	1	2	3
22. I can complete a money order	1	2	3
23. I can get to an appointment by myself, even if I have not been to that location before	1	2	3
24. I can describe two or more ways to search for housing	1	2	3
25. I know the necessary steps for getting a driver’s license	1	2	3
26. I can compare housing choices based on cleanliness and costs	1	2	3
27. I have developed a budget	1	2	3
28. I compute discounts, for example, how much a $12.90 item would cost after a 15% discount	1	2	3
29. I know the consequences of driving without insurance	1	2	3

	Not like me	Somewhat like me	Very much like me
Self Care			
1. I can identify two signs of pregnancy	1	2	3
2. I can identify two community resources that provide prenatal care	1	2	3
3. I can identify two ways to avoid peer pressure to use drugs	1	2	3
4. I can identify three methods of birth control	1	2	3
5. I can explain ways to protect myself from sexually transmitted diseases (STDs)	1	2	3
6. I know how to talk to a partner about sexually transmitted diseases (STDs)	1	2	3
7. I can describe two strategies for responsible drinking	1	2	3
8. I can explain what to do when a fever doesn't improve	1	2	3
9. I can resist pressure to have sex	1	2	3
10. I can explain how hygiene affects one’s health	1	2	3
11. I can explain when it is best to make a doctor's appointment instead of visiting the emergency room	1	2	3
12. I know how to make a dental appointment	1	2	3
13. If illegal drugs are offered to me I can refuse them	1	2	3
14. I treat simple injuries like cuts, bites, stings and splinters	1	2	3
15. I know where I could go to get help with depression or other emotional problems	1	2	3
Social Relationships			
1. I confide in my friends	1	2	3
2. I turn to others for support when I have family problems	1	2	3
3. I am part of a group, besides my family, that cares about me	1	2	3

	Not like me	Somewhat like me	Very much like me
4. I show others that I care about them	1	2	3
5. I encourage others to talk about their feelings	1	2	3
6. I am comfortable with the number of friends I have	1	2	3
7. I can identify two or more people I can turn to for help	1	2	3
8. I usually receive feedback without getting angry	1	2	3
Work Life			
1. I demonstrate the behaviors required of a good employee (e.g., being on time)	1	2	3
2. I understand what is appropriate behavior in a job interview	1	2	3
3. I accept supervision and direction	1	2	3
4. I can ask a supervisor for help if I need it	1	2	3
5. I have completed a job application	1	2	3
6. I get along with co-workers	1	2	3
7. I manage my time to complete tasks	1	2	3
8. I thank people when they do things for me	1	2	3
Extra Items			
1. I know where a fire extinguisher is located where I live	1	2	3
2. I know the rights and responsibilities of a tenant	1	2	3
3. I know how to get emergency assistance to pay utilities	1	2	3
4. I know whom to contact to get low-income housing	1	2	3
5. I know where in my area I can go to access the Internet	1	2	3
6. I can explain the benefits of doing volunteer work	1	2	3
7. I can use resources other than the newspaper to find job openings	1	2	3

	Not like me	Somewhat like me	Very much like me
8. I have written my resume	1	2	3
9. I know where the nearest state employment office is located	1	2	3
10. I know how to use a computer	1	2	3
11. I understand what is included in employee benefits	1	2	3

Performance Items:

Please mark the best answer for each of the following questions:

Career Planning

1. Which of the following is an award of money that a qualified undergraduate student does not need to repay?
   A. An e-studentloan.com award
   B. A Federal Pell Grant
   C. A Sallie Mae grant
   D. A Nellie Mae grant

2. What is the most important reason why personal contacts are important in finding a job?
   A. Personal contacts can hire you themselves
   B. Personal contacts may know of good job openings that might fit you
   C. Personal contacts may know the job market better than you
   D. All of the above

3. Which of the following should not appear on a resume?
   A. Your name and address
   B. Your e-mail address and phone number
   C. Your age and race
   D. Your work and education experience

Daily Living

4. If you buy milk that has a label stating that "best used by September 15th," this means…?
   A. You need to use the product by September 1st
   B. You need to use the product by September 15th
   C. You need to buy the product by September 15th
   D. You need to use the product by October 1st

5. A recipe requires you to add “4 tsp. of flour.” How much flour should you add?
   A. 4 cups
   B. 4 eyedropper drops
   C. 4 tablespoons
   D. 4 teaspoons

6. To get the best prices at the grocery store, you should…?
   A. Shop when you are hungry
   B. Take a grocery list and compare prices on the items you want to buy
   C. Buy only the products that are on sale, no matter what they are
   D. Buy only enough for what you plan to eat that day

Housing & Money Management

7. All taxable income, less IRS allowable adjustments to income, is called…?
   A. Net income (NI)
   B. Adjusted Gross Income (AGI)
   C. FICA
   D. Annual Percentage Yield (APY)

8. A large extra payment that may be charged at the end of a loan or lease is called…?
   A. A surprise payment
   B. A Balloon Payment
   C. An amortization
   D. An Adjustable Rate Mortgage (ARM)

9. The period of time between the date a loan payment is due and when it is late is called?
   A. A grace period
   B. Float time
   C. Index
   D. Liability on an account

Self Care

10. Which of the following blood-alcohol levels is defined as legally drunk in all of the United States?
   A. .08 or more
   B. .06
   C. .04
   D. .02

11. If you have a severe sharp pain on the right side of your abdomen, you should…?

A. Ignore it; it is probably indigestion
B. Pay close attention to it; it may be appendicitis
C. Lay down until it goes away
D. Eat something because this means you are hungry

12. If a woman missed her period, starts to have an enlarged abdomen, and experiences some nausea and vomiting, what is very likely true about her?

A. She may have the flu
B. She may have a venereal disease
C. She may be pregnant
D. She may need to see a psychotherapist

Social Relationships

13. The most important ingredient to a successful personal relationship is?

A. Sex
B. Financial wealth
C. Trust
D. Humor

14. What is the ideal number of close friends to have?

A. 1
B. 2
C. 3
D. None of the above; the ideal number varies from person to person

15. If someone you know worships differently than you, you should?

A. Avoid them
B. Think you are better than they are
C. Respect them as much as anyone else
D. Try to make them your best friend

Work Life

16. This helps you to remember to carry out all necessary job tasks, tackle the most important ones first, and not get stressed out by unimportant tasks:

A. A to-do list
B. A desk calendar
C. A calculator
D. A diary

17. A job application will probably ask for the following:

A. Your name
B. Your social security number
C. Your proof of eligibility to work in the country
D. All of the above

18. If a job ad says “must be a self-starter,” this means that you will probably?
   A. Have a great deal of direction from your supervisor
   B. Have very little direction from your supervisor
   C. Be doing direct sales
   D. Be doing a great deal of planning and forecasting in your job

Extra Items

19. When you’re hired to a new job, you usually?
   A. Will have probationary status
   B. Will get retirement benefits
   C. Will get a raise within the first two weeks
   D. Will get a vacation within the first 3 months

20. The best way to clean a wool sweater is to?
   A. Machine wash it in hot water, with mild detergent
   B. Machine wash it in cold water, with regular detergent
   C. Take it to a dry cleaner or hang it to air out
   D. Hand wash it in hot water, with regular detergent

21. If you eat a steady diet of fast food, you will probably?
   A. Forget how to cook
   B. Have more time to do things you’d rather do
   C. Have more friends
   D. Gain weight

<u>Assessment Evaluation</u>

1. **Not counting today, how many times have you taken an ACLSA?**

   _____

2. **I filled out this assessment (please mark all that apply):**

   ○ With an adult ○ By myself ○ With a friend

3. **How did you like this assessment?**

   ○ I liked it ○ It was OK ○ I didn’t like it

Additional Questions

This section is for use with questions provided by your school, agency or caregiver.
If no questions have been given to you, you may stop here. Thank you.

	A	B	C	D	E
1					
2					
3					
4					
5					
6					
7					
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16					
17					
18					
19					
20					

EXHIBIT B

ST. ANNE'S TRANSITIONAL HOUSING
TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH
(THP-Plus)
START-UP BUDGET

START-UP COSTS	UNIT COST	NUMBER OF BEDS	NUMBER OF UNITS	TOTAL BUDGET
Rental Deposit	$ XXX		XXX	$ XXX
Security Deposit	$ XXX		XXX	$ XXX
Set-up costs of utilities	$ XXX		XXX	$ XXX
Furnishings	$2,175.00	39		$84,825.00
Bedding	$1,400.00	39		$54,600.00
GRAND TOTAL				$139,425.00

Note: Start-up budget must be based on actual costs but not to exceed $3,575.00 per bed.

Authorized Signature

Tony Walker, President/CEO
Print Name and Title
St. Anne's

3-30-07
Date

EXHIBIT B-1

ST. ANNE'S MATERNITY HOME
TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus)
PRICING SCHEDULE

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

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

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP- Plus)	Pro Rata Payment Per Unit of Service
St. Anne's Maternity Home CONTRACTOR shall not exceed the maximum capacity of 39 THP-Plus participants per month.	$2,200.00 per month per THP-Plus participant.

Authorized Signature

Dawa Anthony "Tony" Walker
President/CEO
Print Name and Title

4-24-07
Date

EXHIBIT B-2

ST. ANNE'S MATERNITY HOME

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED
FOSTER/PROBATION YOUTH (THP-Plus)

LINE ITEM BUDGET

LINE ITEM BUDGET SHEET

Contractor's Name: St. Anne's

Service Category: THP-Plus **Date Prepared:** 04/25/2007

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Rate	
Case Manager/Social Worker:				
Transitional Housing Director	0.20	$ 33.75	$ 1,170	
Asst. Dir. Of Transitional Housing	1.00	$ 24.13	$ 4,183	
Family Advocate	0.80	$ 17.40	$ 2,413	
Mentoring/Youth Employment Coord.	1.00	$ 24.04	$ 4,167	
Program Assistant	0.21	$ 16.10	$ 586	
Other Support Staff:				
Security	2.50	$ 12.10	$ 5,242	
Quality Assurance Manager	0.20	$ 28.85	$ 1,000	
Finance Manager	0.20	$ 25.40	$ 881	
ELC Director	0.15	$ 31.25	$ 812	
Vice President of Programs	0.20	$ 50.10	$ 1,737	
Trainer	0.15	$ 22.84	$ 594	
Human Resources Coordinator	0.15	$ 22.12	$ 575	
			$ -	
	6.76		**Total Salaries & Wages:**	**$ 23,359**

* FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE	
Medical & Dental Insurance	6.76	$ 1,622	
Pension	6.76	$ 735	
Life/AD& D/STD/LTD Insurance	6.76	$ 152	
Other	6.76	$ 34	
		Total Benefits	**$ 2,543**

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)			
FICA	6.20%	$ 1,448	
MEDICARE	1.45%	$ 339	
Workers' Compensation	3.75%	$ 876	
		Total Payroll Taxes	**$ 2,663**

Support Services Expenses:		
Utilities including telephone	$ 740	
Food Voucher @ $200/resident	$ 7,800	
Emancipation Fund @ $50/resident	$ 1,950	
Transportation $52/resident	$ 2,028	
Emergency Fund @ $75/resident for 3 months	$ 731	
Educational Supplies @$15/resident	$ 585	
Clinical Consultant 10 hrs/wk @$80/hr	$ 3,467	
	Total Housing Support Expenses	**$ 17,301**
Direct Housing Expenses:		
Utilities including telephone @ $129/apartment	$ 5,031	
Rental Subsidy @ $608/resident	$ 23,712	
	Total Housing Expenses	**$ 28,743**
	TOTAL DIRECT COSTS	**$ 74,609**

INDIRECT COSTS (List all appropriate)	$ 11,191	
	TOTAL INDIRECT COSTS	**$ 11,191**
TOTAL DIRECT AND INDIRECT COSTS		**$ 85,800**
Profit (Please enter percentage: 0%)		
TOTAL COSTS		**$ 85,800**

4/26/2007 11:52

EXHIBIT B-3: Monthly Budget

THP-Plus Estimated Cost per Month per Participant

BUDGET:

County		Date Prepared:	4/25/2007
County Contact		THP-Plus Agency Provider	St. Anne's
County Phone		Agency Contact	Jessica Makin
County E-mail		Agency Phone	(213) 381-2931
		Agency E-mail	jmakin@stannes.org

		Monthly Expense per Participant
Personnel Expense	Case Manager/Social Worker	$ 393
	Other Support Staff	$ 340
	Subtotal	**$ 732**
Program Expense		
	Rental Subsidy	$ 608
	Emancipation Fund Deposit	$ 50
	Grocery Vouchers	$ 200
	Utility Assistance	$ 148
	Transportation Assistance	$ 52
	Emergency Fund	$ 19
	Educational Supplies	$ 15
	Clinical Consultant	$ 89
	Total	**$ 1,913**
	Indirect Costs @ 15%	$ 287
Total Budget		**$ 2,200**

4/26/2007 11:54

EXHIBIT B-3: Monthly Budget

THP-Plus Estimated Cost Annually per Participant

BUDGET:		Date Prepared:	4/25/2007
County		THP-Plus Agency Provider	St. Anne's
County Contact		Agency Contact	Jessica Makin
County Phone		Agency Phone	(213) 381-2931
County E-mail		Agency E-mail	jmakin@stannes.org

		Annual Expense/Per Participant
Personnel Expense	Case Manager/Social Worker	$ 4,710
	Other Support Staff	$ 4,079
	Subtotal	**$ 8,789**
Program Expense		
	Rental Subsidy	$ 7,296
	Emancipation Fund Deposit	$ 600
	Grocery Vouchers	$ 2,400
	Utility Assistance	$ 1,776
	Transportation Assistance	$ 624
	Emergency Fund	$ 225
	Educational Supplies	$ 180
	Clinical Consultant	$ 1,067
	Total	**$ 22,957**
	Indirect Costs @ 15%	$ 3,443
Total Budget		**$ 26,400**

4/26/2007 11:54

EXHIBIT B-4

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus)
REPORT ON ACTUAL START-UP COSTS INCURRED

Agency Name _____
Remit To Address _____

Invoice # : _____
Date of Invoice: _____

Contract Period: _____

COST CATEGORY	UNIT COST	NUMBER OF BEDS	NUMBER OF UNITS	TOTAL ACTUAL COSTS INCURRED
				$ XXXX
RENTAL DEPOSIT				$ XXXX
SECURITY DEPOSIT				$ XXXX
SET-UP COSTS OF UTILITIES				$ XXXX
FURNISHINGS				$ XXXX
BEDDING				$ XXXX
TOTAL				$ XXXX

CERTIFICATION:
I certify, under penalty of perjury, that this invoice is true in all respects.

Print Name: _____ Signature : _____ Date: _____

For Use by DCFS Program Manager Only
Approved By: (Print Name): _____ Signature _____ Date _____ Comments: _____

INVOICE FOR
TRANSITIONAL HOUSING PROGRAM - PLUS (THP-PLUS) SERVICES

Agency Name: _____ **Date:** _____

Address: _____ **Billing Month:** _____

Rate: _____

Tax Identification Number: _____

No.	THP - Plus Participants Name		State Case #	Service Start Date	Service End Date	No. of Days	Amount Billed	DCFS	PROBATION
	Last	First							
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
					TOTAL:				

(Add additional pages as needed)

CERTIFICATION:

I certify to the best of my knowledge and belief this invoice is true in all respect.

Prepared By:

Signature _____ Date _____

Print Name _____ Phone _____

Approved By:

Signature (Agency Representative) _____ Date _____

Print Name (Agency Representative) _____ Phone _____

DCFS USE

Reviewed & Approved By:

Signature (DCFS Program Manager) _____ Date _____

Print Name (DCFS Program Manager) _____ Phone _____

County of Los Angeles
Department of Children and Family Services

EXHIBIT D: ATTACHMENTS

ATTACHMENT A

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

ST. ANNE'S MATERNITY HOME
Contractor's Name

155 N. OCCIDENTAL BLVD, LOS ANGELES, CA 90026
Address

95-1691306
Internal Revenue Service Employer Identification Number

GENERAL

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

CONTRACTOR'S CERTIFICATION

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

St. Anne's Maternity Home
Name of Firm

Dr. Anthony "Tony" Walker, President/CEO
Print Name and Title

Authorized Signature

4-24-07
Date

ATTACHMENT B

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: Non Profit
(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):_____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:

   a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.

   b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.

   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

AUTHORIZED SIGNATURE

4-24-07
DATE

Donna Anthony "Tony" Wacker
Name / Title / Name of Company or Organization
President / CEO
St. Anne's Maternity Home

ATTACHMENT C-1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME ___ST. ANNE'S MATERNITY HOME_____ 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, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: 9/12/07

PRINTED NAME: Dana Anthony "Tony" Walker

POSITION: President/CEO

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name ST. ANNE'S MATERNITY HOME Contract No._____

Employee Name Dana Anthony "Tony" Walker

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: 4/24/07

PRINTED NAME: Dana Anthony "Tony" Wacker

POSITION: President/CEO

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name St. Anne's Maternity Home Contract No. _____

Employee Name Janice Kanellis

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Janice Kanellis DATE: 4/24/07

PRINTED NAME: Janice Kanellis

POSITION: Vice President of Programs

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name ST. ANNE'S MATERNITY HOME Contract No._____

Employee Name YVETTE CHONG-COONTZ

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Yvette C. Coontz DATE: 1/24/07

PRINTED NAME: YVETTE CHONG-COONTZ

POSITION: VICE PRESIDENT of FINANCE

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name St. Anne's Maternity Home Contract No._____

Employee Name Jessica Makin

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Jessica Makin DATE: 5/1/07

PRINTED NAME: Jessica Makin

POSITION: Transitional Housing Director

Page 1 of 2

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name St. Anne's Maternity Home Contract No._____

Employee Name Melissa M. Macias

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: 5/1/07.

PRINTED NAME: Melissa M. Macias.

POSITION: Family Advocate

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name St. Anne's Maternity Home Contract No._____

Employee Name Lizeth Ruiz

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

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I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: 05/01/07

PRINTED NAME: Lizeth Ruiz

POSITION: Family Advocate

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name St. Anne's Maternity Home Contract No._____

Employee Name Sandra Martinez

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

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I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Sandra Martinez DATE: 5/01/07

PRINTED NAME: Sandra Martinez

POSITION: Family Advocate

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name St. Anne's Maternity Home Contract No._____

Employee Name Chinyere Wolke

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.

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CONFIDENTIALITY AGREEMENT:

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The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

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I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: 06/01/07

PRINTED NAME: Chinyere Woke

POSITION: Family Advocate.

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name St. Anne's Maternity Home Contract No._____

Employee Name Lorraine Hill

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.

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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, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

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I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

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I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

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I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: 5/1/07

PRINTED NAME: Lorianne Hill

POSITION: Program Assistant

ATTACHMENT D

CONTRACT FOR CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name ___ST. ANNE'S MATERNITY HOME_____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT E

AUDITOR–CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR'S Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the

beginning and the end of the contract.

- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions

- Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)

- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference.

Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

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

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically

- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR'S books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR'S books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor's name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR'S assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

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

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one day of receipt. Collections of less than $500 may be held and secured and deposited weekly or when the total reaches $500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due,

small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

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

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR'S programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

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

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as prescribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

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

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of $5,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program

- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	$250,000
Less: Capital expenditures	10,000
Allocable indirect costs	240,000
Total agency-wide indirect salaries	$1,000,000
Indirect cost rate ($240,000/$1,000,000)	24%
Program direct salaries	$100,000

Program indirect costs (24% x $100,000) $24,000

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:

   - Basis of accounting (cash or accrual)
   - Fiscal year
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
   - Indirect cost rate allocation base

2. Identify the CONTRACTOR'S direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

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

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

ATTACHMENT F

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over $2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.
Note: You are encouraged to notify each employee whose wages for 2002 are less than $34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Notice 1015
(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of $791, he or she must file a 2002 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15,** Employer's Tax Guide.

Cat. No. 20599I

ATTACHMENT G

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or Subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: ST. ANNE'S MATERNITY HOME		
Company Address: 155 N. OCCIDENTAL BLVD., LOS ANGELES, CA 90026		
City:	State:	Zip Code:
Telephone Number: 213 381-2931 x 237		
Solicitation For (Type of Goods or Services): Services		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

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

- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

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

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

OR

Part II - Certification of Compliance

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

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

Print Name: Diana Anthony "Tony" Walker	Title: President/CEO
Signature:	Date: 4-24-07

ATTACHMENT G

"Contractor Employee Jury Service"

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

Has ten or fewer employees during the contract period; and,

Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

ATTACHMENT H

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

ATTACHMENT H

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

ATTACHMENT H

Sin pena.
Sin culpa.
Sin peligro.

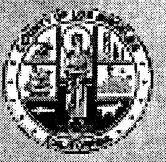
Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

ATTACHMENT H

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT I

ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: ST. ANNE'S MATERNITY HOME
CONTRACT NO.

CONTRACTOR PROGRAM DIRECTOR:

Name: Janice Kanellis
Title: Vice President of Programs
Address: 155 N. Occidental Blvd.
LA, CA 90026
Telephone: (213) 381-2931
Facsimile: (213) 381-7804
E-Mail Address: jKanellis@stannes.org

CONTRACTOR AUTHORIZED OFFICIAL(S)

Name: Dana Anthony "Tony" Walker
Title: President/CEO
Address: St. Anne's Maternity Home
155 N. Occidental Blvd., Los Angeles, CA 90026
Telephone: 213/381-2931 x237
Facsimile: 213/381-7804
E-Mail Address: twalker@stannes.org

Name: Yvette Chong-Coontz
Title: Vice President-Finance
Address: St Anne's Maternity Home
155 N. Occidental Blvd Los Angeles, CA 90026
Telephone: 213/381-2931 x240
Facsimile: 213/381-7804
E-Mail Address: ychong@stannes.org

Notices to Contractor shall be sent to the following address:

Address: St. Anne's Maternity Home
155 N. Occidental Blvd.
Los Angeles, CA 90026

ATTACHMENT J

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM DIRECTOR:

Name:	Rhelda Shabazz
Title:	Division Chief
Address:	Emancipation Services Division
	3530 Wilshire Blvd., 4th floor LA 90010
Telephone:	(213) 351-0102
Facsimile:	(213) 637-0042
E-Mail Address:	shabar@dcfs.lacounty.gov

COUNTY PROGRAM MANAGER:

Name:	Bedrae Davis
Title:	Children Services Administrator II
Address:	3530 Wilshire Blvd., 4th floor
	LA 90010
Telephone:	(213) 351-0239
Facsimile:	(213) 637-0042
E-Mail Address:	davisb@dcfs.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR:

Name:	Bedrae Davis
Title:	Children Services Administrator II
Address:	3530 Wilshire Blvd., 4th floor
	LA 90010
Telephone:	(213) 351-0239
Facsimile:	(213) 637-0042
E-Mail Address:	davisb@dcfs.lacounty.gov

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

ST. ANNE'S MATERNITY HOME
Company Name

155 N. Occidental Blvd., Los Angeles, CA 90026
Address

95-1691306
Internal Revenue Service Employer Identification Number

C0187030
California Registry of Charitable Trusts "CT" number (if applicable)

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	(✓)	( )

Signature

4-24-07
Date

DAWA Anthony "Tony" WALKER
President/CEO
Name and Title (please type or print)

AGREEMENT

CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment L.

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of

information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in this Contract.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR's internal operations.

1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment L;

(b) shall Disclose Protected Health Information to COUNTY upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY'S Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY'S compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.

2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within ten (10) business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon COUNTY'S request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are

necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within ten (10) business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR'S performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. CONTRACTOR'S obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY'S knowledge of a material breach by CONTRACTOR, COUNTY shall either:

(a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or

(b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or

(c) If neither termination or cure are feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.

(b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Attachment L.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Attachment L is contrary to any other provision of this Contract, the provision of this Attachment L shall control.

5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.

Attachment M

AMENDED IN ASSEMBLY APRIL 10, 2007

CALIFORNIA LEGISLATURE—2007–08 REGULAR SESSION

ASSEMBLY BILL No. 845

Introduced by Assembly Members Bass, Maze, and Sharon Runner

February 22, 2007

An act ~~to amend Section 1505.2 of the Health and Safety Code,~~ relating to foster ~~care facilities~~ *youth, and making an appropriation therefor.*

LEGISLATIVE COUNSEL'S DIGEST

AB 845, as amended, Bass. Foster ~~family homes.~~ *youth: transitional housing: funding.*

Existing law establishes the Aid to Families with Dependent Children-Foster Care (AFDC-FC) program, under which counties provide payments to foster care providers on behalf of qualified children in foster care. The program is funded by a combination of federal, state, and county funds, with moneys from the General Fund being continuously appropriated to pay for the state's share of AFDC-FC costs.

Existing law extends eligibility for certain transitional housing placement program services that are available to foster youth to a person less than 24 years of age who has emancipated from the foster care system in a county that has elected to participate in a transitional housing placement program for youths between 18 and 24 years of age, provided that the person has not received these services for more than a total of 24 months.

Existing law establishes the Transitional Housing for Foster Youth Fund, which is continuously appropriated for purposes of paying the

state share of the cost relating to transitional housing services for eligible emancipated foster youth.

This bill would appropriate $10,525,000 from the General Fund to the State Department of Social Services, to fund increased costs on the Transitional Housing for Foster Youth Program in the 2006–07 fiscal year, in augmentation of a specified provision of the Budget Act.

This bill would declare that it is to take effect immediately as an urgency statute.

~~Existing law provides for the licensure and regulation of community care facilities, including foster family homes, as defined.~~

~~This bill would make technical, nonsubstantive changes to these provisions.~~

Vote: ~~majority~~ *2/3*. Appropriation: ~~no~~ *yes*. Fiscal committee: ~~no~~ *yes*. State-mandated local program: no.

The people of the State of California do enact as follows:

1 *SECTION 1. The Legislature finds and declares all of the*
2 *following:*
3 *(a) The transition to young adulthood is never easy, and is*
4 *particularly difficult for the approximately 4,000 youth who "aged*
5 *out" of the foster care system each year.*
6 *(b) Many of these youth are unable to turn to their parents or*
7 *other family members for financial or emotional support.*
8 *(c) Without safe and stable housing, former foster youth are at*
9 *a higher risk for homelessness, increased rates of incarceration,*
10 *reliance on public assistance, and economic hardship. The*
11 *provision of transitional housing is an important step in*
12 *ameliorating this risk, by assisting former foster youth to reach*
13 *their potential to become productive, contributing members of*
14 *their communities.*
15 *(d) Transitional housing programs meet a critical basic safety*
16 *need for foster youth to transition successfully to adulthood.*
17 *(e) Transitional housing programs offer assistance in the*
18 *development of education and employment goals to aid youth as*
19 *they transition out of the foster care system. Without this housing*
20 *assistance, many former foster youth face insurmountable*
21 *challenges in securing the necessary education or employment*
22 *that will lead to permanent housing.*

(f) The number of current transitional housing beds is inadequate to serve the statewide need. An increase in funding in the current year would provide for the delivery of transitional housing services, which could result in more than a 350 percent increase in the number of youth served by this program. The existing Transitional Housing for Foster Youth Program budget funds 167 youth to receive transitional housing services. Additional funding could provide transitional housing for over 500 more emancipated foster youth in the current year.

SEC. 2. The sum of ten million five hundred twenty-five thousand dollars ($10,525,000) is hereby appropriated from the General Fund to the State Department of Social Services, for the purpose of funding increased costs in the Transitional Housing for Foster Youth Program in the 2006–07 fiscal year due to increased county interest in the program. This funding shall be in augmentation of Program 25.30-Children and Adult Services and Licensing of Item 5180-151-0001 of Section 2 of the Budget Act of 2006 (Ch. 47. Stats 2006).

~~SECTION 1. Section 1505.2 of the Health and Safety Code is amended to read:~~

~~1505.2. (a) A licensing agency may authorize a foster family home to provide 24-hour care for up to eight foster children, for the purpose of placing siblings or half siblings together in foster care. This authorization may be granted only if all of the following conditions are met:~~

~~(1) The foster family home is not a specialized foster care home as defined in subdivision (i) of Section 17710 of the Welfare and Institutions Code.~~

~~(2) The home is sufficient in size to accommodate the needs of all children in the home.~~

~~(3) For each child to be placed, the child's placement social worker has determined that the child's needs will be met and has documented that determination.~~

~~(b) The licensing agency may authorize a foster family home to provide 24-hour care for more than eight children only if the foster family home specializes in the care of sibling groups, that placement is solely for the purpose of placing together one sibling~~

1 ~~group that exceeds eight children, and all of the above-listed~~
2 ~~conditions are met.~~

Attachment N

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, California 95814

REASON FOR THIS TRANSMITTAL

[ ] State Law Change
[ ] Federal Law or Regulation Change
[ ] Court Order
[ ] Clarification Requested by One or More Counties
[X] Initiated by CDSS

ERRATUM

April 16, 2007

ALL COUNTY INFORMATION NOTICE: I-07-07E

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY FISCAL OFFICERS
ALL CHIEF PROBATION OFFICERS
ALL INDEPENDENT LIVING PROGRAM MANAGERS
ALL INDEPENDENT LIVING PROGRAM COORDINATORS
ALL TRANSITIONAL HOUSING COORDINATORS

SUBJECT: CORRECTION TO ALL COUNTY INFORMATION NOTICE NO. I-07-07, DATED MARCH 1, 2007

- Pages One and Two – Assembly Bill (AB) 713 is an incorrect bill number; the correct number is AB 845.
- Attachment One, entitled "THP-Plus FY 06/07 Start Up Costs and Allocation Amounts" lists the total number of beds as 397; the actual number of beds is 870.

If you have any questions, please contact the Independent Living Program Policy Unit at (916) 651-7465.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, California 95814

March 1, 2007

REASON FOR THIS TRANSMITTAL

[ ] State Law Change
[ ] Federal Law or Regulation Change
[ ] Court Order
[ ] Clarification Requested by One or More Counties
[X] Initiated by CDSS

ALL COUNTY INFORMATION NOTICE NO. I-07-07

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY WELFARE FISCAL OFFICERS
ALL CHIEF PROBATION OFFICERS
ALL INDEPENDENT LIVING PROGRAM MANAGERS
ALL INDEPENDENT LIVING PROGRAM COORDINATORS
ALL COUNTY TRANSITIONAL HOUSING COORDINATORS

SUBJECT: STATE FISCAL YEAR (SFY) 2006/2007 MID-YEAR COUNTY PLANNING ALLOCATION FOR THE TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) AND TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS)

REFERENCE: Assembly Bill (AB) 427 (Chapter 125, Statutes of 2001);
AB 1119 (Chapter 639, Statutes of 2002);
AB 824 (Chapter 636, Statutes of 2005);
AB 1808 (Chapter 75, Statutes of 2006);
All County Information Notice (ACIN) I-88-06, dated November 20, 2006;
All County Letter (ACL) No. 06-38, dated September 8, 2006;
County Fiscal Letter (CFL) 04/05-54, dated June 17, 2005

Pursuant to AB 713 (2007), legislation sponsored by the Administration, this ACIN is being issued in anticipation of a potential mid-year augmentation to Fiscal Year (FY) 2006/2007 for the THPP and THP-Plus allocations. This augmentation is contingent upon the enactment of this bill and legislative approval of a corresponding appropriation. Counties will be notified if legislation is chaptered and the funding is made available.

BACKGROUND

The THPP is a Community Care Licensed (CCL) placement opportunity for youth ages 16 -18 that are currently living in a foster care placement. The THP-Plus is a certified placement opportunity for youth ages 18 - 24, who have emancipated from the foster care system.

Effective July 1, 2006, the California Department of Social Services (CDSS) allocated a total of $6.9 million to both the THPP and THP-Plus programs. Seventeen counties have received approval of their program plans for FY 2006/2007. Of the seventeen approved counties, five counties received specified allocation amounts based on the number of beds requested. The THPP funds were available to counties on a "first come, first served" basis. The ACL 06/38, dated September 8, 2006, provides allocation information about the initial funding.

AUGMENTATION

In an effort to further expand the number of emancipating youth served, a mid-year augmentation of $11.9 million State General Fund (SGF) is proposed for the THPP and THP-Plus programs for FY 2006/2007. Contingent upon the enactment of AB 713, the THP-Plus is expected to receive $10.6 million and THPP is expected to receive $1.3 million of the proposed augmentation. The total allocation for FY 2006/2007 including the initial $6.9 million and proposed mid-year augmentation is $18.9 million SGF for both programs.

THP-PLUS

The mid-year augmentation for THP-Plus would be distributed to the twelve counties that did not receive the initial allocation for FY 2006/2007. Counties who requested their implementation dates be moved from FY 2007/2008 to FY 2006/2007 would also receive funding from the augmentation and would be given conditional approval to begin immediate operation of the program pending notification of final approval.

Start-up Costs

In order to assist counties in the development and expansion of their THP-Plus program, start-up costs would be provided to all participating counties. Welfare and Institutions Code (W&IC) Section 16522.1(h) provides the authority to allocate funds to assist providers with the following start-up costs:

- Rental and security deposits;
- Set up of utilities, telephone and rent;
- Savings accounts; and,
- Furnishings and bedding.

Funding for these costs would be distributed to those counties with approved THP-Plus programs in FY 2006/2007. In addition, counties who will be implementing programs in FY 2007/2008 would also receive funding for these costs and would be granted conditional approval authorizing expenditure of these funds for new providers who are implementing programs in FY 2007/2008.

THPP

The THPP funds will continue to be available on a "first come, first served" basis. Start-up costs will not be available for this program.

Any THPP or THP-Plus allocations that are not spent in the current year will not be rolled over to FY 2007/2008. Therefore, counties are advised to carefully plan how to expend all of their FY 2006/2007 allocation.

Attachment 1 provides information regarding the augmentation, including the distribution of start-up costs.

PROVIDER PLANS

Interest in the THPP and THP-Plus programs has increased and the number of counties participating is rapidly expanding. The ACIN I-88-06 required counties to submit both county and provider plans. This requirement is still in effect. However, because of the rapid growth of both programs, CDSS is transferring the responsibility of approving provider plans to counties effective immediately. The CDSS will continue to request the approved provider plans in order to collect specific information.

A sample provider checklist, budget worksheet, and approval letters are attached to assist counties in developing their own processes for the review and approval of provider plans (See Attachments 2-5). The THPP counties must ensure that the elements required for licensing THPP and certifying THP-Plus providers, as outlined in W&IC and the Manual of Policies and Procedures, Division 30, are adhered to. Other resources that may be used to assist counties with their review of the provider plans are:

- Transitional Housing Placement Program (THPP) County and Provider Plan Guidelines (see ACIN I-88-06);
- A Guide to Implementing THP-Plus, which is available on the John Burton Foundation website at: www.johnburtonfoundation.org.

PROVIDER NUMBERS

THP-Plus is funded with state-only funds and, therefore, does not require issuance of provider numbers. However, since THPP receives federal funding, provider numbers will still be required for this program.

Information regarding these programs is also available at: www.childsworld.ca.gov.

Fiscal or claiming questions should be e-mailed to: assistance.claims@dss.ca.gov. For any program questions, please contact your assigned Transitional Housing Coordinator in the Independent Living Program Policy Unit at (916) 651-7465.

Sincerely,

Original Document Signed By:

MARY L. AULT
Deputy Director
Children and Family Services Division

Attachments

c: CWDA

Attachment #1					
THP-Plus FY 06-07 Start Up Costs and Allocation Amounts					
COUNTY	**Beds**	**Initial Allocation**	**Augmentation****	**Start Up Costs**	**Grand Total**
Alameda	**150	$1,368,000	$882,000	$161,089	$2,411,089
Butte*	0	$0	$0	$20,871	$20,871
Calaveras*	0	$0	$0	$32,000	$32,000
Contra Costa	**51	$1,440,000	$0	$0	$1,440,000
Del Norte*	0	$0	$0	$13,000	$13,000
El Dorado	5	$0	$88,020	$20,871	$108,891
Fresno	20	$0	$318,480	$75,000	$393,480
Glenn*	0	$0	0	$13,000	$13,000
Humboldt*	0	$0	$0	$13,000	$13,000
Inyo*	0	$0	$0	$13,000	$13,000
Kern	50	$0	$450,000	$125,575	$575,575
Lassen	5	$0	$90,000	$10,000	$100,000
Los Angeles	100	$0	$1,518,000	$357,492	$1,875,492
Madera*	0	$0	$0	$10,000	$10,000
Marin*	0	$0	$0	$12,000	$12,000
Mendocino	12	$0	$172,800	$24,000	$196,800
Merced*	0	$0	$0	$21,215	$21,215
Monterey*	0	$0	$0	$36,000	$36,000
Napa	12	$0	$276,552	$24,000	$300,552
Nevada*	0	$0	$0	$13,000	$13,000
Orange*	0	$0	$0	$143,148	$143,148
Placer	10	$0	$168,000	$20,871	$188,871
Plumas	2	$0	$37,200	$5,000	$42,200
Riverside*	0	$0	$0	$40,000	$40,000
Sacramento*	0	$0	$0	$143,148	$143,148
San Bernardino	45	$0	$548,683	$90,000	$638,683
San Diego	**100	$690,720	$534,306	$256,100	$1,481,126
San Francisco	**111	$837,000	$643,566	$330,970	$1,811,536
San Joaquin*	0	$0	$0	$30,000	$30,000
San Luis Obispo*	0	$0	$0	$18,000	$18,000
San Mateo	**61	$160,056	$1,156,356	$153,148	$1,469,560
Santa Barbara	0	$0	$0	$21,215	$21,215
Santa Clara	80	$0	$864,000	$176,498	$1,040,498
Santa Cruz	10	$0	$82,890	$20,871	$103,761
Shasta*	0	$0	$0	$15,000	$15,000
Siskiyou*	0	$0	$0	$32,000	$32,000
Solano	20	$0	$282,720	$40,000	$322,720
Sonoma*	0	$0	$0	$40,000	$40,000
Stanislaus	20	$0	$60,000	$40,000	$100,000
Sutter*	0	$0	$0	$20,870	$20,870
Trinity*	0	$0	$0	$17,000	$17,000
Tulare*	0	$0	$0	$21,215	$21,215
Tuolumne*	6	$0	$65,484	$15,000	$80,484
Ventura*	0	$0	$0	$13,000	$13,000
Yolo*	0	$0	$0	$13,000	$13,000
Yuba*	0	$0	$0	$13,000	$13,000
TOTAL	**397**	**$4,495,776**	**$8,239,057**	**$2,724,167**	**$15,459,000**

*Denotes new counties conditionally approved 2007/2008
**Five counties that received an initial allocation are receiving additional augmentation amounts due to requests to increase the number of available beds .

Attachment 2

SPECIFIC ELEMENTS REQUIRED FOR THP-PLUS PROVIDER PLANS

☐ **Approved** ☐ **Not Approved** ☐ **Pending**
(Missing/corrected # ____)

Approved Rate $_____ Date _____ Ltr. Sent out _____

PROVIDER PLAN REQUIREMENTS

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

- ☐ The program will **only serve eligible tenants** as defined in MPP Section 30-900.13.
- ☐ The program shall not **discriminate** on the basis of race, gender, sexual orientation, or disability and that (Welfare and Institutions Code Section 16522.1(a)(1)) 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.

AGENCY TILP REQUIREMENTS

☐ The agency shall, with the assistance of a county designee, **assist each tenant** to complete the STEP/THP-Plus TILP form designed by the Department.
☐ The **program describes** how it will assist tenants to live independently and to accomplish the goals described in their STEP/THP-Plus TILP.
☐ The STEP/THP-Plus TILP is updated at **least annually** and as needed to reflect necessary changes.

AGENCY PROGRAM REQUIREMENTS

☐ Tenants shall be allowed the greatest amount of **freedom** possible in order to prepare them for self-sufficiency.
☐ The housing has reasonable **transportation** access to schools, employment appropriate supportive services, shopping and medical care.
☐ **Criminal** record clearances shall be required for all agency employees.
☐ Programs shall comply with applicable federal, state, and local housing laws and **fire clearance** requirements.
☐ No more than two tenants share a **bedroom**.
☐ Tenants 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); the right to a grievance procedure.
☐ Tenant's 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.
☐ Tenants' 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.

- ☐ The functions of **property management and service provider** will not be blended. The program plan shall clearly define the roles and responsibilities of each part of the organization.
- ☐ 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.)
- ☐ If **medical services** are needed by tenants, 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.
- ☐ Tenants are given a **choice regarding what services** to access and the location of the services (on-site or offsite), as long as the goals of the STEP/THP-Plus TILP are being met.
- ☐ The THP-Plus program is clearly distinguishable from those that are required to be licensed as an **Adult Residential Care** facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- ☐ Applicable provisions of **Welfare and Institutions Code Section 16522.1** are incorporated.
- ☐ A description of the **tenant application process** and the selection criteria are included.
- ☐ Any **tenant funds** retained by the provider on behalf of the tenant shall be deposited in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the program or earlier if permitted by the THP-Plus program guidelines.

☐ Participant Budget Worksheet

☐ THP-Plus Rate information

- ☐ Pursuant to Welfare and Institutions Code Section 11403(a)(2), the per tenant monthly rate may not exceed **70%** of the average AFDC-FC payment the county pays to group homes for foster youth 16 to 18 years of age, contingent upon the following conditions:
- ☐ Funding shall be subject to the sharing ratios specified in Welfare and Institutions Code Section **15200**.
- ☐ The **state portion of the rate** shall be subject to the availability of the Transitional Housing for Foster Youth Fund.
- ☐ If the Transitional Housing for Foster Youth Fund is **depleted**, the county shall pay the state share of the rate in addition to the county share.

Attachment 3

THPP/THP-Plus Estimated Cost per Month per Participant Budget

Agency Name_____ Agency phone _____
County Email_____ Agency Email_____

Maintenance Costs		Monthly Expenses
Youth Allowance	Transportation	$
	Food, Cleaning Supplies	$
	Recreation	$
	Clothing	$
	Allowance/Savings/Emancipation Fund	$
	Telephone	$
	Miscellaneous	$
	Subtotal	$
Housing Expenses	Utilities (trash, electricity, etc.)	$
	Rent	$
	Total	$
Admin. Costs	Administrative Costs	$
	THPP/THP-Plus Staff Support	$
	Staff Development	$
Social Work	Social Work *non federal eligible costs	$
	Social Work Supervision	$
Total Youth Budget	Maintenance, Admin. & Social Work costs Total	$
Base Rate	*Eligible Federal costs only	$2,100
Total Program Budget (Per Youth)	*Add Maintenance, Admin. & additional amount above the base rate.	

Attachment 2

(Date)

(Name)
(Address)

Dear (Name):

The purpose of this letter is to grant approval of the Transitional Housing Placement Program (THPP) provider plan. We are delighted to assist you in your endeavors to provide independent living experiences through the THPP for your foster/probation youth.

(**Provider Name**) THPP rate is $.00 per month per participant. This rate has been approved by the CDSS effective (**date**).

As you may know, rates established for group homes, foster family agencies and THPPs have a non-federally eligible social work portion that cannot be claimed for federal Title IV-E reimbursement (State/County only funds). Accordingly, we will also need a copy of your budget, indicating the social work/social work supervision costs, in order to determine the non-federally reimbursable amount. This percentage must be claimed as the non-federal/state-only portion of the rate for all THPP participants. A copy of the Budget Worksheet is enclosed for your convenience. Once the form has been completed, please submit two copies to your transitional housing/ILP coordinator. One copy will be forwarded to the Independent Living Program (ILP) Policy Unit for maintenance in the county's THPP file.

The California Department of Social Services (CDSS) issues provider numbers that are a program requirement. Without this number, county claims for state and federal reimbursement cannot be properly processed. Once the CDSS reviews your Budget Worksheet for completeness it will provide that number to the county.

Sincerely,

Enclosure

Attachment 5

(Date)

(Name & Title)
(Name of Agency)
(Address)
(City, State, Zip)

Dear (**Name**):

This letter is to notify you that the Transitional Housing Program-Plus (THP-Plus) plan has been reviewed and is approved effective (date). The approval rate is $0.00

Sincerely,

c: (**Program Consultant)**

SAMPLE

ATTACHMENT O

ACKNOWLEDGEMENT FORM

This is to certify, on behalf of St. Anne's Maternity Home, that we have read and understand the THP-Plus contract, and the implications for **payments** of Start-up-Costs, and services rendered. These **payments** are contingent upon the passage of Assembly Bill 845 (2007) and approval of the corresponding appropriation, as stated in the THP-Plus Contract, Part I: Unique Terms and Conditions, Section 2.0 Funding for the Contract, Section 5.0 Contract Sum, Section 8.0 Invoices and Payments, and Section 9.0 Contractor's Work.

DANA Anthony "Tony" WACKER Print Name	President/CEO Title
Authorized Signature	5-8-07 Date
YVETTE CHONG-GOONTZ Print Name	VICE PRESIDENT/FINANCE Title
Authorized Signature	5-8-07 Date
Print Name	Title
Authorized Signature	Date

EXHIBIT E

SEMI-ANNUAL EXPENDITURE REPORT

Transitional Housing Program – Plus (THP-Plus)
Semi-Annual Expenditure Report
(For Los Angeles County DCFS)

Agency:
Address:
Contract Person:
Phone #:
Contract Number:

Report Period:
Number of L.A. County THP-Plus Participants
Number of Living Beds:
Number of L.A. County THP-Plus Participant Days in Period:

REVENUE AND EXPENDITURE SUMMARY		
	Total for 6 Months	Year-To-Date
A. Total THP-Plus Revenues	**$**	**$**
B. Allowable Contract Expenditures (Allowable Expenditures for the care and services of placed Los Angeles County THP-Plus participants allocated in accordance with requirements contained in Section 10.1 and 10.2 of the Contract. Expenditures should be reported within the 34 cost categories listed below. Except for the requirements of allocation of costs which is described in Section 10.1 and 10.2, Contractor shall use the Instructions in Exhibit E to complete this report.)		
1. Administrative Payroll (Total)		
a. Executive Director's Salary		
b. Assistant Director's Salary		
c. Administrator Salary		
d. Other Administrative Salaries		
2. Recruitment Payroll		
3. Training Payroll		
4. Administrative Contracts		
5. Telephone and Telegraph		
6. Postage and Freight		
7. Office Supplies		
8. Conferences, Meetings, In-Service Training		
9. Memberships, Subscriptions and Dues		
10. Printing and Publications		
11. Bonding, Contractually Required Insurance Premiums		
12. Advertising		
13. Miscellaneous		
14. Building and Equipment Payroll		
15. Building Rents and Leases		
16. Principal and Interest on Agency Mortgages		
17. Property Appraisal Fees		
18. Property Taxes		
19. Equipment and Property Insurance (not included in 10 above)		
20. Utilities		
21. Building Maintenance		

22. Building and Equipment Contracts		
23. Building and Equipment Supplies		
24. Equipment Leases		
25. Depreciation Expense		
26. Non-Depreciable Equipment		
27. Building and Equipment Miscellaneous		
28. Vehicle Leases		
29. Vehicle Depreciation		
30. Vehicle Operating Costs		
31. Total Paid to Contractor		
32. Other Child Related Costs (Not Provided by THP-Plus)		
33. Social Worker Payroll		
34. Social Worker Contracts		
35. **Total Allowable Contract Expenditures**	**$**	**$**
C. Total Un-Expended THP-Plus Funds from Current Contract (Total THP-Plus Revenues received from COUNTY (Section A) less Total Allowable Contract Expenditures (Section B, Line 35)) [See Agreement, Section 10.4]	**$**	**$**
D. Total Un-Expended THP-Plus Funds Received from COUNTY from January 1, 2007 through the expiration date of the most recently completed contract term.		**$**
E. Total Accumulated Un-Expended THP-Plus Funds (Add Un-Expended funds from current Agreement and Un-Expended funds from previous COUNTY THP-Plus contracts)		**$**

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to Agency accounting records, and that all THP-Plus monies received for the purposes of this program were spent in accordance with the contract program requirements, the agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature	Date

Rev. 4-05

Department of Children and Family Services
Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus)
Semi-Annual Expenditure Report

INSTRUCTIONS FOR COMPLETING SEMI-ANNUAL EXPENDITURE REPORT

The following are the instructions for completing the Department of Children and Family Services (DCFS) Semi-Annual Expenditure Report.

Instructions:

Provide identifying information by entering the agency's name, address, contact person's name and phone number, and reporting period.

For the Revenue and Expenditure Summary, revenues and expenditures should be reported based on actual revenue received and actual costs incurred during the reporting period. Year-to-date expenditures should reflect the reporting period of July 1 to June 30. The following is an explanation for completing each revenue and expenditure line item.

A. Revenues

THP-Plus Revenues:
Report the total of all THP-Plus payments received for children placed by Los Angeles County. Do not include monies received for child clothing or any other non-THP-Plus funds received.

B. Expenditures

For each line item cost, enter total program expenditures that were incurred during the reporting 6-month period and cumulative year-to-date related to the care and services of placed Los Angeles County THP-Plus participants, allocated in accordance with requirements contained in Sections 10.1 and 10.2 of the Contract. If a cost item is shared among two or more programs, enter only the amount charged to the Los Angeles County THP-Plus program.

1. **Administration Payroll:**
   Report all payroll costs for executive and administrative staff. Include all payroll, payroll taxes and employee benefits as applicable.

2. **Recruitment Payroll:**
   Report all payroll costs for recruitment staff.

3. **Training Payroll:**
   Report all payroll costs for training staff.

4. **Administrative Contracts:**
   Legal, consulting or other contract fees related to the program.

5. **Telephone and Telegraph:**
   Report all costs related to telephone and telegraph.

6. **Postage and Freight:**
   Report all costs related to postage, mailings, and shipping.

7. **Office Supplies:**
   Report all costs incurred for office supplies.

8. **Conferences, Meetings, In-Service Training:**
   Report all costs, including travel and per-diem, related to conferences meetings, and training.

9. **Memberships, Subscriptions and Dues:**
   Report all costs incurred for memberships, subscriptions, and dues.

10. **Printing and Publications:**
    Report all costs incurred for printing and publications.

11. **Bonding, General Insurance:**
    Report all costs incurred for bonding and general liability insurance.

12. **Advertising:**
    Report all costs incurred for advertising.

13. **Miscellaneous:**
    Report all other costs that are not included in any other specifically identified line items.

14. **Building and Equipment Payroll:**
    Report all program building and equipment payroll costs. Include all payroll, payroll taxes and employee benefits as applicable.

15. **Building Rents and Leases:**
    Report all costs incurred for rents or leases of buildings.

16. **Acquisition Mortgage Principal and Interest:**
    Report all costs related to acquisition mortgage principal and interest.

17. **Property Appraisal Fees:**
    Report all costs incurred for property appraisal fees.

18. **Property Taxes:**
    Report all costs incurred for payment of property taxes.

19. **Building and Equipment Insurance:**
    Report all costs incurred for building and equipment property insurance.

20. **Utilities:**
    Report all costs incurred for electricity, gas, water, sewer, and garbage.

21. **Building Maintenance:**
Report all building maintenance costs related to the program.

22. **Building and Equipment Contracts:**
Report building equipment payroll, payroll taxes and employee benefits and any other cost of building and equipment contracts.

23. **Building and Equipment Supplies:**
Report all building and equipment supply costs.

24. **Equipment Leases:**
Report all costs incurred for equipment leases.

25. **Equipment Depreciation Expense:**
Report all depreciation expense related to equipment.

26. **Expendable Equipment:**
Report all costs incurred for purchases of expendable (non-capitalized) equipment.

27. **Building and Equipment Miscellaneous:**
Report miscellaneous building and equipment costs not previously identified.

28. **Vehicle Leases:**
Report all costs related to vehicle leases.

29. **Vehicle Depreciation:**
Report all depreciation expense related to vehicles.

30. **Vehicle Operating Costs:**
Report all vehicle operating and maintenance costs.

31. **Total Paid to Contractor:**
Report all payments made to Provider.

32. **Other Child Related Costs (Not Provided by THP-Plus):**
Report all other child related costs incurred by the Agency. Do not include payments made to Provider. (reported in line 31).

33. **Social Worker Payroll:**
Report all payroll costs for Agency employed social workers.

34. **Social Worker Contracts:**
Report all costs for contracted social workers.

35. **Total Allowable Contract Expenditures:**
The total of allowable contract expenditures related to the care and services of placed Los Angeles County THP-Plus participants reported by the Agency in Section B, Lines 1 through 34.

C. Total Un-Expended THP-Plus Funds from Current Contract:
The difference between Total Los Angeles County THP-Plus Revenues (Section A) and Total Allowable Contract Expenditures (Section B, Line 35)

D. Total Un-Expended THP-Plus Funds Received from County Under Previous FFA Contracts
The difference between the total THP-Plus Revenues received under previous THP-Plus contracts with Los Angeles County and the total allowable contract expenditures made for the care and services of placed Los Angeles County THP-Plus participants under those previous THP-Plus contracts.

E. Total Accumulated Un-Expended THP-Plus Funds
The total of Sections C and D.

Agency Certification

Upon completing the Semi-Annual Expenditure Report, the Executive Director must sign and date the report at the bottom of Page 2. By signing this form, the Executive Director is certifying under penalty of perjury that all information contained in the report is correct, that the amounts are traceable to agency accounting records, and that all Los Angeles County THP-Plus program funds were spent in accordance with County, State and Federal laws. The report must be submitted by the 60th calendar day after the end of the reporting period to:

DCFS
Accounting Division – Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020.

ATTACHMENT B

TRANSITIONAL HOUSING PROGRAM

FOR

EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus)

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE RICHSTONE FAMILY CENTER

Department of Children and Family Services (DCFS)
Contract Development/Fiscal Management
425 Shatto Place, Room 400
Los Angeles, California 90020

MAY 2007

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PROGRAM FOR
EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus) CONTRACT

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Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment C-2	CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement
Attachment D	CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR'S Administration
Attachment J	COUNTY'S Administration
Attachment K	Charitable Contributions Certification
Attachment L	CONTRACTOR'S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

Attachment M	Assembly Bill No. 845
Attachment N	ACIN NO. 1-07-07 & 1-07-07E
Attachment O	Acknowledgement Form

EXHIBIT E: SEMI-ANNUAL EXPENDITURE REPORT

Contract Number: _____

COUNTY OF LOS ANGELES
TRANSITIONAL HOUSING PROGRAM FOR
EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus) SERVICES

Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) (Hereinafter Referred To As "Contract").

This Contract is made and entered into this ____ day of _____ 2007, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

THE RICHSTONE FAMILY CENTER
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 COUNTY desires to provide transitional housing opportunities for emancipated foster/probation youth, from age 18 through the day before their-24th birthday, by providing a safe living environment while helping youth achieve self-sufficiency; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary due to the fact that some former foster youth are unable to complete high school, other education, or training programs due to ongoing trauma from parental abuse or neglect, and the effects of these situations are often compounded due to unstable housing or homelessness; and

WHEREAS, pursuant to the provisions of Welfare and Institutions Code (WIC) Section 11403.2 (a), the California Department of Social Services (CDSS) is designated to administer the Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) for THP-Plus participants who are age 18 through the day before their 24th birthday; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Change Notices and Amendments" and signed by both parties.

1.2 Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M, N and O set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Attachment A	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgment and Confidentiality Agreement
Attachment C-2	CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement
Attachment D	CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook

Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR'S Administration
Attachment J	COUNTY'S Administration
Attachment K	Charitable Contributions Certification
Attachment L	CONTRACTOR'S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment M	Assembly Bill No. 845
Attachment N	ACIN NO. 1-07-07 & 1-07-07E
Attachment O	Acknowledgement Form

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

A. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

B. "CONTRACTOR" – means a non-profit corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

C. "Corrective Action Plan" or "CAP" – A CAP serves as the CONTRACTOR'S commitment to remedy deficiencies in response to findings uncovered in investigations.

D. "COUNTY" – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.

E. "COUNTY'S Program Manager" (CPM) – means 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.

F. "Day" or "Days" – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.

G. "DCFS" - means COUNTY'S Department of Children and Family Services

H. "Director" - means COUNTY'S Director of Children and Family Services or his or her authorized designee.

I. "Expended Funds" or "Expended" or "Expenditures" – means THP-Plus funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and services of THP-Plus participants. Expended funds must be reasonable and allowable in accordance with Part I: Unique Terms and Conditions, Section 10.0, Use of Funds, Subsection 10.3 of this Contract.

J. "Fiscal Year (s)"- means the twelve (12) month period beginning July 1st and ending the following June 30th.

K. "Net County Costs" – means services or expenditures paid by the County from the County General Fund.

L. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

M. "Real Property" – Land and anything growing on, attached to, or erected on it.

N. "Start-up Costs" – shall be defined as a one-time costs incurred by the CONTRACTOR to be claimed from the State as an assistance for the development and expansion of THP-Plus program. Such costs should include rental deposits, security deposits, set-up costs of utilities, furnishings and bedding.

O. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

P. "THP-Plus" – means Transitional Housing Program for Emancipated Foster/Probation Youth.

Q. un-Expended Funds" or "un-Expended" means THP-Plus funds, received through this Contract, which are retained and not spent by CONTRACTOR in accordance with Part I: Unique Terms and Conditions, Section 10.0, Use of Funds, Subsection 10.5 of this Contract.

2.0 FUNDING FOR THE CONTRACT

Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) Services is funded with state-only funds; therefore, this is a **no Net County Cost (NCC) Contract**. The State will fund one hundred percent (100%) of the cost, contingent upon the enactment of Assembly Bill (AB) 845 (Attachment M)

and legislative approval of a corresponding appropriation. (Please refer to California Department of Social Services (CDSS) All County Information Notice (ACIN) No. 1-07-07, & 1-07-07E, (Attachment N).

3.0 PARTIES TO THE CONTRACT

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and THE RICHSTONE FAMILY CENTER, hereinafter referred to as "CONTRACTOR."

4.0 TERM AND TERMINATION

4.1. The term of this Contract shall commence on May 15, 2007 or date of Board approval, whichever is later and shall continue through June 30, 2008, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

4.2 The COUNTY shall have the sole option to extend the Contract term for a period not to exceed six (6) months beyond June 30, 2008, if such additional time is necessary to complete the negotiation or solicitation of a new Contract for a maximum total Contract term of 1 year and 7-1/2 months. Such option and extension shall be exercised at the sole discretion of the Director of DCFS, by written notice to the CONTRACTOR, provided that approval of County's Chief Administrative Office (CAO) is obtained prior to any such extension.

4.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit D, Attachment J, County's Administration.

5.0 CONTRACT SUM

5.1 COUNTY and CONTRACTOR agree that in the event the State of California fails to pay the COUNTY/DEPARTMENT OF CHILDREN AND FAMILY SERVICES claim for THP-Plus services provided by the CONTRACTOR, the COUNTY is not financially liable to the CONTRACTOR. This Section's provision shall also apply to CONTRACTOR'S claim for Start-Up Costs as mentioned in Part I: Unique Terms and Conditions, Section 7.0, One-Time Start-Up Costs.

5.2 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B-1, Pricing Schedule.

5.3 CONTRACTOR shall 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 entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

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

5.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.6 The maximum amount payable under this Contract, for each of the contract years, after initial start-up costs, shall not exceed TWO HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED Dollars ($237,600), hereinafter referred to as "Maximum Annual Contract Sum". The total amount payable under this Contract is THREE HUNDRED THOUSAND FOUR HUNDRED THIRTY THREE & 41/100 Dollars ($300,433.41) hereinafter referred to as "Maximum Contract Sum". The Start-Up Costs shall not exceed THIRTY TWO THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS ($32,175), and shall be included in the Maximum Contract Sum.

5.7 CONTRACTOR shall not exceed the maximum capacity of 9 THP-Plus participants per month.

5.8 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable

CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.9 Time is of the essence with regards to CONTRACTOR'S performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

6.0 INSURANCE REQUIREMENTS

6.1 General Insurance Requirements

Without limiting CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

6.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

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

Such certificates or other evidence shall:

6.1.1.1 Specifically identify this Contract;

6.1.1.2 Clearly evidence all coverage required in this Contract;

6.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;

6.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured's for all activities arising from this Contract; and

6.1.3 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

6.1.4 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

6.1.5 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

6.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

6.1.6.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such

report shall be made in writing within 24 hours of occurrence.

6.1.6.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.

6.1.6.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

6.1.6.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

6.1.7 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

6.1.8 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

6.1.8.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

6.1.8.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

6.2 Insurance Coverage Requirements:

6.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

6.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

6.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

7.0 ONE-TIME START-UP COSTS

7.1 CONTRACTOR shall be reimbursed for start-up costs to develop and expand their THP-Plus program, pursuant to AB 845 (2007). Welfare and Institutions Code (W&IC) Section 16522.1(h) provides the authority to allocate funds to assist providers with the following start-up costs:

- Rental deposits
- Security deposits
- Set-up cost of utilities
- Furnishings
- Bedding

7.2 CONTRACTOR shall submit a Start-Up Budget in accordance with Exhibit B, Start-Up Budget which is attached hereto and incorporated by reference herein. As mentioned in Exhibit B, CONTRACTOR'S Budget must be based on actual cost but not to exceed Three thousand five hundred seventy five dollars ($3,575.00) per bed.

7.3 CONTRACTOR shall submit a Start-Up Report in similar format to Exhibit B-4 (Start-Up Report) to reflect how much Start-Up Costs was actually incurred as mentioned in Subsection 7.1 and Subsection 7.2 **on or before May 30, 2007.**

8.0. INVOICES AND PAYMENTS

8.1 CONTRACTOR shall submit an invoice, together with Exhibit B-4, (Actual Start-Up Costs Incurred) in duplicate, for the Start-Up Costs incurred as mentioned in Sub-section 7.1 **on or before May 30, 2007**. For THP-Plus services rendered for the month of May 2007, the invoice shall be submitted on or before June 8, 2007. For THP-Plus services rendered from June 1, 2007 through June 15, 2007, the invoice shall be submitted by June 18, 2007. For THP-Plus services rendered from June 16, 2007 through June 30, 2007, an invoice for the estimated amount shall be submitted by June 18, 2007.

8.2 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of the Contract. The CONTRACTOR'S payments shall be as provided in Exhibit B-1, Pricing Schedule, and the CONTRACTOR shall 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 payments shall be due to the CONTRACTOR for that work.

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

8.4 If the State fails to reimbursed the COUNTY'S claim for THP-Plus services and Start-up-Costs, and the COUNTY has already paid the CONTRACTOR for such services and/or Start-Up Costs, CONTRACTOR shall return to COUNTY all payments made corresponding to THP-Plus services including Start-Up-Costs. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification from the COUNTY.

8.5 CONTRACTOR, with prior approval of COUNTY, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum for each year between the approved budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the five percent (5%)

maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

County of Los Angeles,
Department of Children and Family Services
Attention: Bedrae Davis, Program Manager
3530 Wilshire Blvd. Suite 400
Los Angeles, CA 90010

And a duplicate copy of the Budget modification request to:

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

8.6 CONTRACTOR'S invoices shall be priced in accordance with Exhibit B-1, Pricing Schedule.

8.7 CONTRACTOR'S invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

8.8 CONTRACTOR shall submit an invoice (Exhibit C, Monthly Invoice) in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) Days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall 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 shall 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 shall also apply to the submission of the CONTRACTOR'S final invoice.

8.9 All invoices, including invoice for Start-Up Costs, under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original invoices to:

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

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Bedrae Davis, Program Manager
3530 Wilshire Blvd., 4th floor
Los Angeles, California 90010

8.10 All invoices, including claims for Start-up Costs, 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 shall the COUNTY be liable or responsible for any payment prior to such written approval.

8.11 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html

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

8.13 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number.

8.14 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of 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. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall 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 CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall 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.

8.15 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

8.16 Payment to CONTRACTOR for services performed will be made only if the State will pay the claim for THP-Plus services submitted by the COUNTY/DCFS. COUNTY has no obligation to pay the CONTRACTOR if the State fails to pay COUNTY/DCFS for these specific services. This Section's provision shall also apply to CONTRACTOR'S claim for Start-Up Costs as mentioned in Part I: Unique Terms and Conditions, Section 6.0, One-Time Start-Up Costs.

8.17 In the event that COUNTY identifies an excess payment made to CONTRACTOR, and/or any other excess funds issued by COUNTY on behalf of THP-Plus participant during the term or within five (5) years after expiration of this contract or contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute a contract to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

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

In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR will notify COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above.

8.18 If CONTRACTOR registers a notice of dispute pursuant to Section 8.17, the Division Chief will evaluate the adequacy of the CONTRACTOR'S written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR'S written response, DCFS will provide CONTRACTOR

with DCFS' written response, which sets forth the required DCFS Corrective Action Plan. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days via first class mail to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR'S response to the DCFS CAP and issue a final required DCFS Corrective Action Plan within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to withhold placement of additional THP-Plus participants.

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

8.20 Provided that COUNTY shall remove all THP-Plus participants on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

8.21 County shall hold payment of all the invoices submitted by the CONTRACTOR, **for services rendered for FY 07/08**, until the enactment of Assembly Bill (AB) 713 and legislative approval of a corresponding appropriation by the State as mentioned in Part I: Unique Terms and Conditions, Section 2.0, Funding for the Contract.

9.0 CONTRACTOR'S WORK

9.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

9.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

9.3 If the State will not pay the claim of the COUNTY for THP-Plus services and Start-Up Costs, CONTRACTOR will not get paid as mentioned under

Part I, Unique Terms and Conditions, Section 5.0, Contract Sum, Subsection 5.1; and Section 8.0, Invoices and Payments, Subsection 8.16. The CONTRACTOR shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

10.0 CONFIDENTIALITY

10.1 CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

10.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

10.3 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement". The form shall be kept in the employee's personnel file and available upon request.

10.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through legal process.

10.5 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR'S or COUNTY'S Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

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

10.7 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with

all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing Services and care hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to Exhibit D, Attachment C-2, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement".

10.8 To the extent that CONTRACTOR, or any of its employees, affiliates or Subcontractors, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, or any of its employees, affiliates or Subcontractors, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of THP-Plus participants.

11.0 CONTRACTOR'S STAFF IDENTIFICATION

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

12.0 USE OF FUNDS

12.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.

12.2 CONTRACTOR shall use THP-Plus funds paid to and Expended by CONTRACTOR only for the care and Services of THP-Plus participants, in order to maintain the standards of care and Services consistent with the Statement of Work and the THP-Plus payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the then current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit E).

12.3 CONTRACTOR shall Expend THP-Plus funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THP-Plus participants. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A–122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit E). Any THP-Plus funds not Expended in accordance with the above will be disallowed on

monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Section 15.0, Dispute Resolution Procedure.

12.4 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of THP-Plus funds, paid to and expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THP-Plus participants, and to determine the appropriate disposition of unallowable Expenditures.

12.5 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR'S un-Expended funds; and (2) CONTRACTOR'S accumulated, unexpended THP-Plus funds received from COUNTY between January 1, 2007 through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to January 1, 2007 CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit E).

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than one month budgeted revenues for COUNTY'S THP-Plus Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of THP-Plus participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR'S TAUF, at the end of June 30, 2008 exceeds the TAUF Ceiling, CONTRACTOR shall return to COUNTY a Cashier's check with the Semi-Annual Report to:

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

13.0 FINANCIAL REPORTING

13.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Revenue and Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator.

13.2 The Semi-Annual Revenue and Expenditure report shall be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.

13.3 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.

13.4 In the event that the expenditure report is not filed timely, COUNTY may limit additional THP-Plus participants.

13.5 The Semi-Annual Revenue and Expenditure report and total program cost display shall be mailed to:

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

14.0 RECORDS AND INVESTIGATION

14.1 CONTRACTOR shall maintain and retain records on each THP-Plus participant as required by this contract. Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, THP-Plus participant financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, THP-Plus participant interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the THP-Plus participants record, maintained at CONTRACTOR'S offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for Needs and Services planning.

14.2 COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance without prior notice to CONTRACTOR, seven days a week, 24 hours a day. Unannounced audits and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine audits and inspections. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including but

not limited to, the U.S. Comptroller General, shall have access to and the right to inspect, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller/Department of Children and Family Services Fiscal Audit Phases, details the audit protocols followed by the A/C and DCFS during fiscal audit reviews.

14.3 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook (Exhibit D, Attachment E). CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

14.4 CONTRACTOR shall maintain and retain records on each employee and volunteer as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 5, Sections 84066, 84066.1. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR'S Certificate of Approval, and CONTRACTOR'S admission agreements for each THP-Plus participant.

14.5 All records described in Sections 14.1,14.3 and 14.4 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY’S sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

14.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR’S financial program and THP-Plus participant’s records

related to services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that THP-Plus funds have been accounted for and Expended in accordance with Part I: Unique Terms and Conditions, Section 12, Use of Funds. Methods of inspection may include, but are not limited to, the interview of CONTRACTOR'S staff, insurance agents, banks, personnel, journals, cancelled checks, timecards, personnel records, Subcontracts, space and equipment leases and other relevant books, records, worksheets and logs as appropriate for ensuring CONTRACTOR accountability of expenditures and program performance under this Contract. CONTRACTOR'S employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.

14.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including THP-Plus participants' records, and personnel records, unless prohibited by federal, state, or local laws. CONTRACTOR shall be responsible for the cost of providing photocopies to COUNTY.

14.8 In the event that an audit is conducted of CONTRACTOR specifically regarding this Contract by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S Auditor-Controller within thirty (30) Days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

14.9 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may take all appropriate action including but not limited to, withhold the placement of additional THP-Plus participant. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Section 15.0 of this Contract.

15.0 DISPUTE RESOLUTION PROCEDURE

15.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 15.0.

15.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be

performed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

15.3 Nothing in this Section 15.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ.-

15.4 CONTRACTOR shall retain all rights to appeal the COUNTY action through the filing of a claim pursuant to Los Angeles County Code, Title 4, Chapter 4.04, which pertains to all claims against the COUNTY for money or damages which are excepted by Section 905 of the Government Code from the provisions of Division 3.6 of the Government Code (Section 810 et seq.) and which are not governed by any other statutes or regulations expressly relating hereto.

15.5 As to any dispute arising out of or relating to this Contract, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to paragraph 15.4 herein, or the California Tort Claims Act (Government Code Sections 810-996.6), CONTRACTOR and COUNTY hereby waive their respective right to trial by jury **(and instead agree to trial by a judge** RAB **[please initial])** of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR. -

15.6 Nothing herein precludes the COUNTY and CONTRACTOR from mutually agreeing in writing to settle any disputes by binding arbitration or any other alternative dispute resolution procedure.

15.7 This provision shall not apply to third party claims brought by or on behalf of an individual, his/her heirs, assigns and/or successors-in-interest, based upon, or relating to, injuries allegedly sustained by that individual when he/she was a THP-Plus participant.

16.0 INDEMNIFICATION

16.1 CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents 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 or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

16.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Agreement and will bear the sole

responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Section 20.3, to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Contract.

16.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in Part II: Standard Terms and Conditions, Section 32.0, Independent Contractor Status Subsections 32.1 and 32.2.

17.0 BACKGROUND AND SECURITY INVESTIGATIONS

17.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.

17.2 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through the COUNTY conducted background clearance.

17.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to CONTRACTOR'S staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

17.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR'S Program Director

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

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

1.2 Approval of CONTRACTOR'S Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit D, Attachment J, COUNTY'S Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Part II, Change Notices and Amendments; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

- Meeting with CONTRACTOR'S Program Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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.

2.2 COUNTY'S Contract Program Monitor

The COUNTY'S Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY'S Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.2.1 Any withdrawal or change of shareholders, members, directors or other persons at the time of CONTRACTOR'S Provider's Certification (which significantly changes CONTRACTOR'S program as it existed at the time of the execution of this Contract) is an assignment requiring COUNTY consent.

4.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute COUNTY consent.

4.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.

4.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the

CONTRACTOR regarding said reduction in payment obligation should 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 shall continue to provide all of the services set forth in this Contract.

7.0 CHANGE NOTICES AND AMENDMENTS

7.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by DCFS.

7.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS.

7.4 The Director of DCFS or the County's Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Part I, Section 4.2, Term and Termination, of this Contract. The CONTRACTOR agrees that such extensions of time shall 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 shall be prepared and executed by the CONTRACTOR and by DCFS.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

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

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

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

9.1.2 As required by the COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR 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 shall implement all lawfully served wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) Days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this contract pursuant to Part II, Termination for CONTRACTOR'S Default.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit D, Attachment B.

11.0 COMPLAINTS

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

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business Days of receiving the complaint.

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

11.5 Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business Days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

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

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

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

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

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

12.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY'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, a copy of which is attached hereto as Exhibit D, Attachment G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

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

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has

received or will receive an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means 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 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

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

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

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and

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

16.0 CONFLICT OF INTEREST

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

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

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

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

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

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit D, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

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

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 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.

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

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

20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five 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.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. <u>The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.</u>

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit D, Attachment K the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR 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).

22.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit D, Attachment L in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit D Attachment L CONTRACTOR'S Obligations Under HIPAA.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

24.0 CRIMINAL CLEARANCES

24.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

24.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

24.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled

substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

25.0 EMPLOYEE BENEFITS AND TAXES

25.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

25.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

26.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

27.0 EVENTS OF DEFAULT

27.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

27.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

27.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

27.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

27.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

27.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

28.0 FAIR LABOR STANDARDS

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

29.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars ($5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY'S written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR'S firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

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

30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEPENDENT CONTRACTOR STATUS

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

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

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

32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C, "CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement". The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR'S Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

33.0 LIQUIDATED DAMAGES

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

33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Twenty Dollars ($220.00) (10% of the rate per participant per month), and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.3 This Sub-section shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY'S WEBVEN. Prior to a contract award, all potential contractors must register in the COUNTY'S WEBVEN. The WEBVEN contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY'S home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

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

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

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

38.0 NOTICE OF DELAYS

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

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit D, Attachment F.

41.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D, Attachment I, CONTRACTOR'S Administration and Exhibit D, Attachment J, COUNTY'S Administration. Addresses may be change by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.3 Any materials, data, and information not developed under this Contract, which CONTRACTOR consider to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET”, “PROPRIETARY”, or “CONFIDENTIAL”.

43.4 COUNTY will use reasonable means to ensure that CONTRACTOR’S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:

43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;

43.5.2 Any materials, data and information covered under Sub-section 43.2; and

43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY'S prior written consent.

43.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to

defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

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

45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential

information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY'S sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within 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 shall make a reasonable effort to maintain the confidentiality of such audit report(s).

46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

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

47.0 RECYCLED-CONTENT PAPER

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

48.0 SAFELY SURRENDERED BABY LAW

48.1 Contractor's Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D, Attachment H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SUBCONTRACTING

49.1 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 maybe deemed a material breach of this Contract.

49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request.

49.2.1 A description of the work to be performed by the Subcontractor;

49.2.2 A draft copy of the proposed subcontract; and

49.2.3 Other pertinent information and/or certifications requested by the COUNTY.

49.3 CONTRACTOR shall indemnify 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 CONTRACTOR employees.

49.4 CONTRACTOR shall 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.

49.5 COUNTY'S consent to subcontract shall 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.

49.6 COUNTY'S Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:

49.7.1 An executed Exhibit D, Attachment C-2, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and

49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR'S Tax Identification Number.

49.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.

49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall 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 all work required hereunder.

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

49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

50.5 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed right by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

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

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least

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;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

56.0 VALIDITY

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

57.0 WAIVER

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

58.0 WARRANTY AGAINST CONTINGENT FEES

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

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

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chairman, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

THE RICHSTONE FAMILY CENTER
CONTRACTOR

By Rolando A. Ramirez

Name ROLANDO A. RAMIREZ

Title EXECUTIVE DIRECTOR

By Cheryl Gourgouris

Name CHERYL GOURGOURIS

Title DIRECTOR OF PROGRAMS

23-7373745
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY David Beaudet
David Beaudet, Deputy County Counsel

County of Los Angeles
Department of Children and Family Services

Transitional Housing Program for
Emancipated Foster/Probation Youth (THP-Plus)

EXHIBIT A: STATEMENT OF WORK

TRANSITIONAL HOUSING PROGRAM
FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP-PLUS)

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. 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.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements

in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- There is no "wrong door": wherever a family enters the system is the right place.

- Families receive services tailored to their unique situations and needs.

- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY'S five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post Appeals Process and Procedures (Exhibit A-8)

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 INTRODUCTION

The County of Los Angeles, Department of Children and Family Services, provides a transitional housing program for emancipated foster youth from 18 years of age up to the day before their 24th birthday, entitled Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) for up to 24 months of cumulative service.

2.1 In 2001, the California Legislature passed Assembly Bill (AB) 427 (Chapter 125, 2001, expanded with AB 1119 (Chaptered 2002), and AB 824 (Chapter 2005) authorizing transitional housing services to emancipated foster youth over 18 years of age and under 24 years of age. The Transitional Housing Program for Emancipated Foster/Probation Youth is known as THP-Plus. However, at that time counties had to participate in the Supportive Transitional Emancipation Program (STEP). No counties opted to participate because STEP required the use of Federal Independent Living Program (ILP) funds. AB 1119 de-linked THP-Plus from STEP.

2.2 THP–Plus is a transitional housing placement opportunity for emancipated foster (DCFS/Probation) youth, from 18 years of age and under 24 years of age, who emancipated from the child welfare system and are at risk of homelessness. The program provides independent living housing and support services.

2.3 The Department of Children and Family Services (DCFS) has established the following priorities for children: (1) safety; (2) permanency; and (3)

well-being/education. Because the THP-Plus program is associated with emancipated youth, the priorities for safety and permanency do not apply.

2.4 Well-Being/Education: This priority 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 a THP-Plus setting. The Performance Outcome Summary and Service Tasks addressing this priority are found in this SOW.

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

3.0 DEFINITIONS

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

3.1 **Bathroom** shall be defined as a private room with a door, located within an apartment, condominium, Single-Family Dwelling, or college dormitories that includes a full-size sink, toilet and bathtub and/or shower.

3.2 **Budget** shall be defined as the CONTRACTOR'S itemized list of expenses that describes the use of the rate amount for the THP-Plus participants.

3.3 **Caring Adult** shall be defined as an adult who provides a safe, stable and secure type of parenting relationship with an unconditional commitment and lifelong support.

3.4 **Case Management duties** shall be defined as services designed to assist the participant with reaching their case plan goals.

3.5 **CDSS** shall be defined as the California Department of Social Services.

3.6 **Community Care Licensing (CCL)** shall be defined as the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety and quality of life each person in Community care through the administration of an effective collaborative regulatory system.

3.7 **CONTRACTOR** shall be defined as agency that has entered into contract with the COUNTY for THP-Plus services and who has been certified by the COUNTY as a Transitional Housing - Plus provider.

3.8 **Contractor Program Director (CPD)** means CONTRACTOR'S officer or employee responsible for administering the Contract in accordance with the Statement of Work.

3.9 **Corrective Action Plan (CAP)** shall be defined as a plan developed by the CONTRACTOR to correct deficiencies identified by the COUNTY Program Manager.

3.10 **County THP-Plus Certificate of Approval** shall be defined as a document issued by the COUNTY Program Manager that indicates approval and authorization of a CONTRACTOR'S Transitional Housing-Plus plan.

3.11 **County Program Manager (CPM)** shall be defined as the person designated by the COUNTY'S Program Director to manage the operations under this Contract.

3.12 **ILP** shall be defined as the Independent Living Program.

3.13 **ILP Coordinator** shall be defined as the COUNTY'S Independent Living Coordinator.

3.14 **Licensed Clinical Social Worker (LCSW)** shall be defined as an individual currently licensed from the California Board of Behavioral Science Examiners to provide clinical social work or mental health treatment services.

3.15 **Marriage and Family Therapist (MFT)** shall be defined as an individual currently licensed from the California Board of Behavioral Science Examiners to provide marriage, family, and child counseling, social work, or mental health treatment services.

3.16 **One-Stop Career Center (One-Stop)** shall be defined as the nation's public-funded resource for jobseekers and businesses. One-Stop Centers have been created to help individuals in their job search. Career counselors, computers, reference material and job leads are available at each locations. Contactor may locate the closest One-Stop in Los Angeles COUNTY via the Internet at www.laworkforce.org.

3.17 **Participant** shall be defined as an emancipated foster/probation youth who resides in the Transitional Housing Program–Plus unit.

3.18 **Project Manager** shall be defined as the individual designated by CONTRACTOR to manage the Contract operations during the term of the Contract.

3.19 **Property Management duties** shall be defined as management and maintenance of the THP-Plus living units.

3.20 **Quality Control Plan** shall be defined as a system developed by CONTRACTOR, which defines all necessary measures taken to assure that the quality of the CONTRACTOR'S services will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.

3.21 **Supportive Transitional Emancipation Program Transitional Independent Living Plan (STEP-TILP)** shall be defined as a written service delivery plan that identifies the Participant's level of functioning and contains the educational/vocational goals related to self-sufficiency and is updated annually.

3.22 **Technical Review** shall be defined as a COUNTY evaluation of a CONTRACTOR'S THP-Plus program to ensure effective implementation and Contract compliance.

3.23 **THP–Plus Participant Record Folder** shall be defined as a folder that contains reports, initial case plan, case plan updates, data, and all other information or documents required for the THP–Plus participant.

3.24 **Transitional Resource Center** shall be defined as a community center where ILP eligible youth can access community resources and services.

3.25 **Workforce Investment Act (WIA)** shall be defined as a comprehensive range of workforce development activities through statewide and local organizations.

4.0 PROGRAM MANAGEMENT REQUIREMENTS

The COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CPD.

4.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR'S performance in the day-to-day operation of this Contract.

4.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

4.3 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

4.4 The County Program Manager, responsible for daily management of Contract operation and overseeing monitoring activities, is identified as:

CPM:

Bedrae Davis
County of Los Angeles
Department of Children and Family Services
Emancipation Division
3530 Wilshire Blvd. 4th Floor
Los Angeles, CA 90010

(213) 351-0239 Fax (213) 637-0042

4.5 CONTRACTOR shall designate a Contractor Program Director (CPD) responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The Contractor Program Director is identified on the Contract, Exhibit D, Attachment I, Administration of Contract, Contractor's Administration.

4.6 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.

4.7 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and the CPD, authorized representative(s) or their designated alternates.

5.0 COUNTY'S GENERAL RESPONSIBILITIES

5.1 COUNTY shall appoint a County Program Manager (CPM) who shall be responsible for monitoring CONTRACTOR'S activities and providing technical guidance to ensure CONTRACTOR meets or exceeds program objectives and requirements.

5.2 COUNTY shall review CONTRACTOR'S Provider Plan. In addition, COUNTY shall 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 THP-Plus provider. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.

5.3 The CPM shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

5.4 COUNTY will provide CONTRACTOR with a User Complaint Report (UCR), Exhibit A-33, for every instance in which tasks defined in the SOW are not met.

5.5 DCFS shall refer to CONTRACTOR, former foster and probation youth, ages 18 through the day before their 24th birthday, who are eligible to participate in THP-Plus.

5.6 It is the sole responsibility of the designated County Program Manager to determine a youth's eligibility for services. THP-Plus Services may not be rendered to a former foster or probation youth prior to receiving approval from DCFS.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 CONTRACTOR shall ensure that their program is clearly distinguishable from those that are required to be license as an Adult Residential facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).

6.2 CONTRACTOR shall appoint a Contractor Project Director (CPD) who shall be responsible for administering and overseeing all of the services provided under this Contract. The name and phone number of the CPD and that of an alternate who is authorized to act on behalf of CONTRACTOR in the CPD'S absence shall be designated in writing under, CONTRACTOR'S Administration, Exhibit D, Attachment I, of the Contract.

6.3 The CPD shall work with the CPM to help resolve any potential areas of difficulty before a problem occurs.

6.4 The CPD shall respond within twenty-four (24) hours to all calls and/or reports regarding CONTRACTOR'S performance. The CPD or alternate shall be available to authorized COUNTY personnel during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except on legal holidays.

6.5 The CPD shall respond to any and all subsequent calls within one (1) hour.

6.6 The CPD or other manager in the employ of the CONTRACTOR shall supervise all of CONTRACTOR'S personnel assigned to work under this Contract.

6.7 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR'S authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.

6.8 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.

6.9 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel who the CPM determines has performed acts, which are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.

6.10 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.

6.11 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract and SOW.

6.12 CONTRACTOR shall comply with their Provider Plan (Exhibit A-1).

6.13 CONTRACTOR shall ensure that duties related to property management are provided/facilitated by non-case management staff and duties related to case management are provided/facilitated by case management staff.

6.14 CONTRACTOR or designee shall attend all collaboration meetings scheduled by the COUNTY.

6.15 CONTRACTOR shall be available for technical reviews as requested by the COUNTY Program Manager. Technical reviews shall be conducted annually or as determined by the COUNTY Program Manager.

6.16 CONTRACTOR shall be re-certified by the COUNTY Program Manager or designee annually.

6.17 CONTRACTOR shall collaborate with the COUNTY Program Manager to arrange and conduct annual participant focus groups.

6.18 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to child safety, well-being and permanency. CONTRACTOR shall submit a monthly, (Exhibit A-20),

quarterly, (Exhibit A-20-a) and twelve month assessment report (Exhibit A15-a).

7.0 REPORTS AND RECORD KEEPING

7.1 CONTRACTOR shall provide COUNTY with a monthly service report, and a monthly invoice. CONTRACTOR shall include in the monthly service report copies of any and all Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.

7.2 CONTRACTOR shall maintain copies of program records for a period of five (5) years after the termination of the contract. The program records shall include, but not be limited to, the following:

7.2.1 THP-Plus Participant Record Folder:

CONTRACTOR shall maintain an accurate, complete, and up-to-date THP-Plus participant record folder for each THP-Plus participant as required by this Exhibit A, Statement of Work. All records shall be in sufficient detail to permit the COUNTY to conduct an evaluation of the services provided and shall be available for review by the COUNTY at all times.

7.2.2 The THP-Plus participant record folder shall be confidential and kept in a locked file cabinet.

7.2.3 The THP-Plus participant record folder shall include, but not be limited to, the following:

a) Transitional Housing Program – Plus Application (Exhibit A-2);

b) Move-In Agreement (Exhibit A-3);

c) Applicant's Authorization for Release of Information (Exhibit A-4);

d) Acknowledgement of Receipt of Grievance Policy (Exhibit A-7);

e) Acknowledgement of Receipt of Appeal Process and Procedures (Exhibit A-10);

f) Participant's Verification of Homelessness (Exhibit A-11);

g) Furniture Inventory Form (Exhibit A-12) completed within one (1) business day of admission and on a quarterly basis;

h) THP–Plus Participant's Occupancy Form (Exhibit A-13) completed within one (1) business day of admission;

i) Orientation Checklist (Exhibit A-14) completed within one (1) business day of admission;

j) Entry Assessment (Exhibit A-15);

k) Twelve Month Assessment (Exhibit A-15a);

l) Treatment documents, including case history information, psychological and psychiatric diagnostic work-ups, Emancipation/Transitional Independent Living Plan/update, and progress notes including treatment, recreation and emancipation services provided by the various professional and paraprofessional staff;

m) School records if applicable;

n) THP-Plus participant's financial records such as monetary provisions, earnings, checking/savings accounts;

o) Training records including who administered the training, credentials (if appropriate), length of training, date of training, and verification of attendance (attendance roster);

p) Youth Interview (Exhibit A-16);

q) Written documentation (date, time, contact person and a summary of the conversation) of conversations bearing on the THP-Plus participant's progress and/or special circumstances such as non-routine contact with the participant's school or employer and contact with law enforcement. Documentation shall include the date, time, contact person and a summary of the contact;

r) First Aid and CPR certification for THP-Plus participants with a child(ren) living in the unit;

s) Supportive Transitional Emancipation Program Transitional Independent Living Plan – STEP-TILP (Exhibit A-17);

t) Savings Agreement (Exhibit A-18);

u) Special Incident Report(s) (Exhibit A-19) completed within one (1) business day following the occurrence;

v) Quarterly Report(s) (Exhibit A-20a)

w) Exit Assessment (Exhibit A-21);

x) Follow–Up Survey (Exhibit A-22);

y) Shared Housing Responsibilities (Exhibit A-34)

7.2.4 Participant Performance Evaluation:

a) Entry Assessment (Exhibit A-15): The CONTRACTOR shall complete an Entry Assessment at the time of admission for each THP-Plus participant. CONTRACTOR shall file the completed Entry Assessment in the Participant's Record Folder.

b) Twelve Month Assessment (Exhibit A-15a): The CONTRACTOR shall complete a Twelve Month Assessment for each THP-Plus participant after participating in the THP-Plus Program for 12 months. The CONTRACTOR shall file the completed Twelve Month Assessment in the Participant's Record Folder.

c) Exit Assessment (Exhibit A-21): The CONTRACTOR shall complete an Exit Assessment for each THP-Plus participant when exiting the THP-Plus Program. The CONTRACTOR shall file the completed Exit Assessment in the Participant's Record Folder.

7.2.5 Monthly Report (Exhibit A-20): The CONTRACTOR shall complete a typed or word-processed Monthly Report for all THP-Plus participants. The CONTRACTOR shall mail or fax a copy to the COUNTY Program Manager by the 10th day of the following month.

7.2.6 Quarterly Report (Exhibit A-20a): The CONTRACTOR shall complete a typed or word-processed Quarterly Report for each THP-Plus participant. The CONTRACTOR shall mail or fax a copy to the COUNTY Program Manager by the 10th day of the following month at the end of the quarter from the start of the THP-Plus participant's admission into the THP-Plus program.

7.2.7 Monthly Income Log (Exhibit A-25): CONTRACTOR shall document the income received by each participant on the Monthly Income Log and file it in the Participant's Record Folder.

7.3 Administrative Reports and Records:

Administrative Records and Reports shall include, but not be limited to, the following:

7.3.1 Attendance Record Folder:

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

a) A master list of all participants shall be maintained by the CONTRACTOR, and shall include each THP- Plus participant's name, telephone number, address of living unit, social worker, telephone number of social work, date of admission, and discharge date (if applicable).

b) Statistics on the total number of participant days of service provided for the month.

c) All admission information and discharge notices shall be available for review. The Attendance Record Folder shall be made available to the CPM or designee immediately upon request.

7.3.2 Rental/Lease Agreements Records:

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

7.3.3 Annual THP-Plus Report:

CONTRACTOR shall complete an Annual THP-Plus Report on all THP-Plus participants in its care during the Contract year and mail a copy to the COUNTY Program Manager within 15 days after termination of the contract. The annual report will include but not be limited to the number of participants served, number completed, number discharged, number of participants who completed their high school diploma or GED certificate, percentage of participants

employed at admission and discharge, percentage of participants who report having a consistent relationship with a caring adult.

7.3.4 Special Incident Reports:

CONTRACTOR shall submit Special Incident Reports (Exhibit A-19) to the COUNTY Program Manager within twenty-four (24) hours following the incident.

7.3.5 Discharge/Closing Report:

CONTRACTOR shall prepare and submit a Discharge/Closing Report for each THP-Plus participant to the COUNTY'S Program Manager within seven (7) calendar days. The CONTRACTOR'S Report shall include, but not be limited to: (1) a closing summary of information documented in the participant's record folder; (2) the participant's progress while participating in the THP-Plus program, and (3) the reason for the participant's leaving the program. The Discharge/Closing Report shall be filed in the participant's record folder.

8.0 SERVICE DELIVERY SITES

8.1 CONTRACTOR'S headquarters office and service delivery sites (THP–Plus units, and THP-Plus services) shall be located within the eight Service Planning Areas (SPA'S) throughout Los Angeles COUNTY.

8.2 CONTRACTOR shall ensure that the service delivery sites are easily accessible (e.g. public transportation, disabled youth, etc.) to targeted Youth.

8.3 Services shall be provided at the service delivery sites listed on SOW Exhibit A-26, Service Delivery Sites. All service delivery sites listed on SOW Exhibit A-26 shall be fully operational within 30 days of the commencement of the Contract.

8.4 CONTRACTOR shall request approval from County Program Manager in writing at least thirty (30) days before terminating services at any of the location(s) listed on SOW Exhibit A-26, Service Delivery Sites, and/or before commencing services at any other location(s) not previously approved in writing by the County Program Manager.

9.0 HOUSING OPTIONS

9.1 CONTRACTOR shall provide THP–Plus services through at least one of the following models:

9.1.1 Single-site transitional model: Participants live in housing at a single location owned or leased by the THP-Provider.

9.1.2 Scattered–site transitional model: Participants live in housing located in multiple locations in the community that are owned or leased by the THP-Plus provider.

9.2 CONTRACTOR shall use one of the following housing options: 1) apartments; 2) single-family dwellings; or 3) condominiums.

9.3 Public or private places not ordinarily used as a regular sleeping area are not acceptable, and may not be utilized by a THP–Plus provider as accommodations for emancipated youth.

9.4 CONTRACTOR is encouraged to utilize housing where the participant's may continue living following completion of the program.

10.0 LENGTH OF SERVICE

The maximum time for THP–Plus participation is 24 cumulative months.

11.0 TARGET DEMOGRAPHIC

The target demographic for the THP–Plus program are emancipated (DCFS/Probation) youths who are at risk of homelessness, ages 18 up to the day before their 24th birthday, that the COUNTY has determined are eligible and are referred to the CONTRACTOR based upon one or more of the following indicators:

- History of substance abuse
- Multiple placements within the Foster Care system
- Previous engagement with the Juvenile Justice system
- No high school diploma or GED
- Lack of family support network
- Learning disabilities
- Little or no attachment to the labor force
- Pregnant or parenting youth

All Participants must be ILP eligible. If the participants are 21 years of age or older, they must have been ILP eligible prior to age 21.

12.0 STAFFING

12.1 Staffing Ratios

At all times, THP–Plus providers shall maintain at a minimum, the following staffing ratios:

I. One (1) full-time **Project Director** that meets the qualifications set forth in Sub-Section 12.2.1 below;

II. One (1) **Clinical Director** that meets the qualifications set forth in Sub-Section 12.2.2 below;

III. One full-time **Case Manager** that meets the qualifications set forth in Sub-Section 12.2.3 below for every 12 THP-Plus participants or 8 parenting participants or fraction thereof.

IV. One full-time or part-time **Property Manager** that meets the qualifications set forth in Sub-Section 12.2.7 below.

12.2 <u>Minimum Qualifications</u>

12.2.1 CONTRACTOR'S **Project Director** shall meet the following minimum qualifications prior to employment:

- Possess a Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of two (2) years full-time management experience in a social service agency.

  - Accredited colleges / universities are those listed in the publications of regional, national or international accrediting agencies that are accepted by the Los Angeles County Department of Human Resources. Publications such as American Universities and Colleges and International Handbook of Universities are acceptable references.

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

- Contractor shall keep a photocopy of the degree(s) in the employee's file and shall be available upon request.

12.2.1.1 CONTRACTOR shall employ one (1) full-time Project Director.

12.2.2 CONTRACTOR'S **Clinical Director** shall possess the following minimum qualifications prior to employment:

- A Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences:

OR

- A Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences:

OR

- A Licensed Psychologist with a current license from the California Board of Psychology.

12.2.3 CONTRACTOR'S **Case Manager(s)** shall possess the following minimum qualifications prior to employment:

a) A Master's Degree from an accredited or state approved graduate school, as defined in Section 94301 of the Education Code, in one of the following areas:

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

AND

- Two (2) years full-time experience in a public or private social services setting working with transition age youth.

OR

b) Possess a Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of three (3) years full-time experience in a public or private social services setting working with transition age youth.

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

12.2.3.2. CONTRACTOR shall employ one (1) full-time Case Manager for every 12 THP-Plus participants or fraction thereof. CONTRACTOR shall employ one (1) full-time Case Manager for every 8 parenting THP-Plus participants or a mixture of 8 parenting and non-parenting participants.

12.2.3.3 CONTRACTOR shall ensure that if the Project Director carries a caseload, then the caseload shall not exceed the limits set forth in Sub-Section 12.2.3.2.

12.2.4 CONTRACTOR'S volunteer case management staff shall possess all the minimum qualifications as stated in Section 12.2 above. Additionally, all volunteers are subject to the same rules and regulations as paid staff.

12.2.5 CONTRACTOR shall ensure that all case management staff receives weekly individual and group clinical supervision with a Licensed Clinical Social Worker or a Licensed Marriage and Family Therapist.

12.2.6 CONTRACTOR shall ensure that all staff and volunteers providing THP-Plus services receive a minimum of eight (8) hours per quarter of ongoing in-service training. CONTRACTOR shall conduct weekly supervision reviews with all staff and volunteers.

12.2.7 CONTRACTOR'S **Property Manager** shall possess the following minimum qualifications prior to employment:

- Two years experience managing housing
- Knowledge of federal, state and local fair housing laws

Continued on next page.

13.0 SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PERFORMANCE OUTCOME SUMMARY WELL-BEING/EDUCATION		
PROGRAM: Transitional Housing Program For Emancipated Foster/Probation Youth (THP-Plus).		
PROGRAM TARGET GROUP: Emancipated DCFS/Probation former foster youth		
PROGRAM GOAL AND OUTCOME: Participants will attain permanent residency and employment/increased income.		
OUTCOME INDICATORS	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS**
Emancipated Youth will have residential stability.	Entrance Assessment Participant's case file Case Plans Quarterly THP–Plus Reports STEP-TILP Twelve Month Assessment Exit Assessment Follow–Up Survey	75% of participants will stay in THP-Plus housing within 12 months of entering the program. 80% of participants will be placed in permanent housing when they exit the program. 90% of those participants placed in permanent housing will remain in permanent housing for 6-months after they exit the program.
Emancipated Youth will have increased skills or income.	Entrance Assessment Participant's case file Case Plans Quarterly THP–Plus Reports STEP-TILP Twelve Month Assessment Exit Assessment Follow–Up Survey	90% of the participants will complete the life skills classes and show increased abilities by the time they exit the program. 50% of the participants will be employed upon entering the program. 80% of the participants will have a greater hourly wage at the time of exit from the program 75% of the participants will obtain full-time employment within 12 months of entering the program 90% of the participants able to work will obtain full-time employment by the time they exit the program.

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
Emancipated youth will have a high school diploma/GED certificate	Entrance Assessment Twelve Month Assessment Exit Assessment	90% of participants who obtain employment will remain employed for 6 months after they exit the program. 75% of the participants who do not have a high school diploma or GED will obtain a high school diploma or GED by the time they exit the program.
Emancipated youth will have an adult connection	Monthly reports Twelve Month Assessment Exit Assessment	50% of the participants will have a consistent relationships with a caring adult within 12 months of entering the program 80% of the participants will have a consistent relationship with a caring adult by the time they exit the program

14.0 SERVICE TASKS

CONTRACTOR shall provide the following service tasks:

14.1 Duties Related to Property Management:

THP-Plus program duties related to property management shall be provided/facilitated by non social work staff and shall include, but not be limited to, the following:

14.1.1 <u>THP–Plus Certificate of Approval</u>

a) CONTRACTOR shall maintain and post their current COUNTY THP–Plus Certificate of Approval in a prominent, publicly accessible location in the administrative office and sub-administrative office(s) of the CONTRACTOR.

b) CONTRACTOR may request a change in capacity based upon a change in the number of available or projected THP–Plus participant living units.

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

14.1.2 <u>Living Unit Requirements</u>

14.1.2.1 <u>General Living Unit Requirements</u>

a) CONTRACTOR shall ensure that each living unit is in compliance and is certified before placement of a THP–Plus participant.

b) CONTRACTOR shall ensure that each living unit is adequately furnished.

c) CONTRACTOR shall secure and maintain fire clearances for each living unit.

d) If a THP–Plus participant is disabled, the CONTRACTOR shall make the necessary modifications prior to admission to protect, assist, and maximize the participant's potential for self-

sufficiency, including, but not limited to, alterations to the building and grounds.

e) THP–Plus living unit(s) shall be in close proximity [within one (1) mile] to all of the following: (1) public transportation; (2) a grocery store; (3) medical care; and (4) laundry and dry cleaning services. Employment opportunities shall be accessible via public transportation.

14.1.2.2 Specific Living Unit Requirements:

CONTRACTOR shall complete a Unit Verification form (Exhibit A-27) to confirm that the requirements for each specific living unit are met before each THP–Plus participant is placed.

14.1.3 Lease/Rental Agreements

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements.

14.1.4 Maintenance and Repair

14.1.4.1 CONTRACTOR shall replace/repair any furniture that is not in good condition within five (5) business days of discovery. If the furniture poses a safety hazard for the participant and/or participant's child(ren), it shall be repaired/replaced immediately.

14.1.4.2 CONTRACTOR shall replace/repair any major appliances (refrigerator, stoves, ovens, heating/air conditioning units, etc.) that are not in good condition within two (2) business days. If the major appliance(s) poses a safety/fire hazard for the participant and/or participant's child(ren), it shall be replaced/repaired immediately.

14.1.4.3 CONTRACTOR shall inventory each unit including the furniture and major appliances at least quarterly.

14.1.4.4 CONTRACTOR shall ensure that all maintenance requests from the participant's are completed and documentation maintained.

14.1.5 Utility Costs

14.1.5.1 CONTRACTOR shall be responsible for connecting, maintaining, and payment for all utilities for each THP–Plus living unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each living unit.

14.1.6 Telephone

14.1.6.1 CONTRACTOR shall provide a minimum of one (1) telephone on the premises to use in case of an emergency.

14.1.6.2 The participants shall be responsible for payment of all personal calls made with the emergency telephone.

14.2 Duties Related to Case Management:

THP-Plus program duties related to case management shall be performed and/or facilitated by case management staff only and shall include, but not be limited to, the following:

14.2.1 Orientation Plan

14.2.1.1 CONTRACTOR shall submit a written orientation plan to the COUNTY Program Manager for approval prior to admitting a THP–Plus participant under this Contract. The orientation plan shall include, but is not limited to, the CONTRACTOR'S specific policies/procedures/rules regarding vehicles, work and savings expectations, budgeting, emergencies, child care, pregnancy, use of utilities and telephone, care of furnishings, decorating of living units, disposition of furnishings upon completion of the program, cars, lending or borrowing money, unauthorized purchases, participant's monthly income, the grievance/appeals procedures, curfew, personal safety, dating, visitation rights, and grounds for discharge.

14.2.2 Referral And Admission

14.2.2.1 CONTRACTOR shall develop admission criteria for participants in the program, including, but not limited to, consideration of the applicant's age, previous placement history, delinquency history, history of drug and/or

alcohol abuse, current strengths, level of education, mental health history, prospects for successful participation in the program, and work experience.

14.2.2.2 COUNTY shall review and approve the CONTRACTOR'S admission criteria to ensure that the criteria are sufficient to protect participants and that they do not discriminate.

14.2.2.3 CONTRACTOR shall accept referrals from the County, other THP–Plus providers, Community Stakeholders, and self-referrals from emancipated youths. CONTRACTOR shall contact the ILP Coordinator or the COUNTY Program Manager to ensure that all youths are eligible prior to admitting him/her into the program.

14.2.2.4 CPM will notify the CONTRACTOR regarding an eligible THP–Plus participant. The COUNTY Program Manager will then forward the potential participant's case records to the CONTRACTOR for review if available.

14.2.2.5 CONTRACTOR shall accept every referred THP–Plus participant who meets the criteria of the CONTRACTOR'S program and target population, unless CONTRACTOR has determined the participant is not acceptable for admission based on the individual needs of the referred participant and the current composition of the other THP–Plus participants.

14.2.2.6 CONTRACTOR shall not discriminate on the basis of race, gender, sexual orientation, or disability and that (WIC Section 16522.1 [a][1]) 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.

14.2.2.7 CONTRACTOR shall ensure that the participants are allowed the greatest amount of freedom to prepare them for self-sufficiency.

14.2.2.8 CONTRACTOR shall ensure that the participants have the right 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.

14.2.2.9 CONTRACTOR shall ensure that the participant's right to confidentiality is respected. This right applies to the dissemination, retrieval and acquisition of identifiable information. The CONTRACTOR shall not release information about a participant's receipt of services without a written release of information from the participant.

14.2.2.10 CONTRACTOR shall ensure that the participant's right to privacy is respected. Information shall be requested from the participant only when the information is specifically necessary for the provision of services. Participants shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.

14.2.2.11 CONTRACTOR shall determine the THP–Plus services needed to meet the needs of the potential THP–Plus participant based upon the STEP-TILP and other supporting documentation;

14.2.2.12 CONTRACTOR shall conduct a pre-placement orientation and interview with the potential THP–Plus participant. The applicant must provide the following documents during the interview if applicable: 1) birth certificate; 2) social security card; 3) alien registration; 4) high school diploma; 4) Medi-Cal card; 5) ILP certificate; and 6) current pay stub if employed.

14.2.2.13 CONTRACTOR shall schedule a pre-placement site visit for the potential THP–Plus participant if he/she agrees to consider admission with the CONTRACTOR;

14.2.2.14 CONTRACTOR shall request information regarding any known or suspected dangerous behavior of the referred THP-Plus participant(s);

14.2.2.15 CONTRACTOR shall immediately notify the Program Manager verbally if it is determined that the admission would be suitable for the potential THP–Plus participant and whether or not the potential participant agrees.

14.2.2.16 CONTRACTOR shall confirm the suitability of admission by verbally notifying the CPM at least five (5) business days prior to the THP-Plus participant's move-in date. CONTRACTOR shall then immediately submit to the CPM the following: (1) a completed Move-In Agreement (Exhibit A-3); (2) rental/lease agreement(s); (3) a copy of the fire clearance from the Fire Department if the THP–Plus participant and/or his/her children are non-ambulatory.

14.2.2.17 If the participant decides not to accept services of CONTRACTOR, CONTRACTOR shall notify the COUNTY Program Manager in writing.

14.2.2.18 CONTRACTOR shall complete for each THP–Plus participant at the time of move-in, the following:

a) Move-In Agreement (Exhibit A-3) signed by the THP-Plus participant;

b) Furniture Inventory Form (Exhibit A-12) signed by the THP-Plus participant;

c) Unit Verification Form (Exhibit A-27);

d) Participant Occupancy Form (Exhibit A-13); and,

e) Orientation Checklist (Exhibit A-14).

f) CONTRACTOR'S policies/procedures/rules.

g) Shared Housing Responsibilities (Participant/Provider Agreement) (Exhibit A-34)

The above forms shall be signed by the participant and the CONTRACTOR and filed in the Participant's Record Folder.

14.2.2.19 At the time of move-in, the CONTRACTOR shall provide the THP-Plus participant with: (1) an orientation as described in the written orientation plan; (2) copies of the CONTRACTOR'S policies/procedures/rules; (3) THP–Plus requirements; (4) DCFS Grievance/Appeals Processes (Exhibit A-5 and A-8); (5) required supportive services/trainings; and (6) copies of the signed and dated Orientation Checklist (Exhibit A-14).

14.2.3 Supplies and Services

14.2.3.1 Personal and Household Items

CONTRACTOR shall complete the Personal/Household Item Inventory (Exhibit A-28) to assess each participant's needs at the time of move-in. CONTRACTOR shall provide each participant with any items that are needed. The items include but are not limited to: toiletries; cookware; dinnerware; utensils; small appliances; household cleaning supplies; towels and linens; etc.

CONTRACTOR shall allow the participant's to keep the items following completion of the program.

14.2.3.2 Food Stipend

CONTRACTOR shall provide THP–Plus participant(s) a monthly stipend to purchase a variety and sufficient amount of nutritious foods and beverages. The stipend shall be in the minimum amount of $200.00 for individuals and $250.00 for parenting participants. The stipend may be provided in the form of a gift card or gift certificate.

14.2.3.3 Employment and School Items

CONTRACTOR shall provide any items that the participant requires to start and/or maintain employment or schooling. The items include but are not limited to: uniforms; books and supplies, etc.

14.2.3.4 Monthly Bus Pass

CONTRACTOR shall provide each THP–Plus participant with a monthly bus pass.

14.2.3.4.1. If the participant(s) has an operable automobile, CONTRACTOR has the option of not providing a bus pass. CONTRACTOR shall document in the participant's case record if the bus pass is not provided.

14.2.3.4.2 If the participant(s) automobile becomes inoperable at any time during the month, CONTRACTOR shall provide the participant(s) with a bus pass.

14.2.3.5 Emancipation Savings Fund

CONTRACTOR shall maintain an emancipation fund into which $50.00 is deposited from Contractor monthly for each participant from the placement rate. The funds shall be deposited on behalf of the participant in an interest bearing savings account in any bank or savings account at an FDIC insured institution of the participants' choice. The principal and interest shall be distributed to the participant when he/she leaves the program, or earlier if approved by the CPM. CONTRACTOR shall maintain documentation of all funds retained and issued to the participant in the participant's record folder.

14.2.3.6 Child Care

CONTRACTOR shall assist each THP–Plus participant with an infant or child(ren), with obtaining childcare assistance if needed. Costs for childcare assistance shall not be paid with THP-Plus funds.

14.2.3.7 Medical and Dental Services

If medical or dental services are needed by the participants, these services shall be provided by a medical or dental professional who is a Medi-Cal participant 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.

14.2.3.8 Individual and Group Counseling

CONTRACTOR shall ensure that participants receive individual and group counseling sessions if needed. The counseling may be provided directly by the CONTRACTOR or by a community agency.

14.2.3.9 Crisis Intervention and Support

CONTRACTOR shall ensure that participants receive 24-hour crisis intervention and support.

14.2.3.10 Visitation

CONTRACTOR shall ensure that case management staff conduct a weekly face-to-face visit with each participant. Case management staff shall conduct additional visits if needed. CONTRACTOR shall maintain documentation of each visit in the participant's record folder.

14.2.4 Supportive Transitional Emancipation Program Transitional Independent Living Plan (STEP-TILP) Exhibit A-17:

14.2.4.1 CONTRACTOR shall with the assistance of a COUNTY designee assist each participant with completing the STEP-TILP. CONTRACTOR shall collaborate with COUNTY, social workers/probation officers, ILP coordinators, One-Stop Career Centers, and other agencies and programs to provide support and services to enable the participants to complete the goals outlined in the STEP-TILP. The STEP-TILP shall be updated no less than annually.

14.2.5 Case Plan(s) (Exhibit A-29 and Exhibit A-30):

14.2.5.1 Within five (5) days of move-in, CONTRACTOR shall develop an Initial Case Plan (Exhibit A-29) for each participant. The Initial Case Plan will include short and long-term goals in the areas of education, employment, job training and development, self-empowerment workshops, medical and dental health, and (if applicable) parenting and childcare. The Initial Case Plan will be the blueprint of achievement of self-sufficiency goals and responsibilities while in the program and will establish a realistic timeframe for programmatic success.

14.2.5.2 CONTRACTOR shall complete a Case Plan Update (Exhibit A-30) every six months to determine the following: 1) the participant's need for continuing services; 2) the need for modification in services. All needs for modification shall be documented in writing.

14.2.5.3 CONTRACTOR shall assess each participant every six months using the Ansell-Casey Life Skills Assessment (Exhibit A-35).

14.2.5.4 The CONTRACTOR and the participant shall sign the Initial Case Plan and any Case Plan Update. The CONTRACTOR shall provide the participant with a copy of the Initial Case Plan and any Case Plan Update.

14.2.5.5 CONTRACTOR shall ensure that the 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 Case Plan are being met.

14.2.5.6 If the participant is not meeting the goals of their case plan after six months, CONTRACTOR shall reassess the participant's' progress nine months after their admission.

14.2.5.7 CONTRACTOR shall assist the participants in developing a consistent relationship with a caring adult.

14.2.6 Participant Employment and Education:

14.2.6.1 CONTRACTOR shall ensure that all participants are employed and/or attending school. All THP–Plus participants shall be employed full-time or attending school and employed part-time.

14.2.6.2 If the participant is not employed at the time of move-in he/she must obtain employment within sixty (60) days. CONTRACTOR shall complete the Employment Plan for Unemployed Participants (Exhibit A-31) for any unemployed participant.

14.2.6.3 Participants shall save at least thirty percent (30%) of their net monthly earnings during months 1-6 of their participation and at least fifty percent (50%) during months 7-24. CONTRACTOR shall obtain verification of monthly savings from participants.

14.2.6.4 CONTRACTOR shall ensure that THP-Plus participants' savings are deposited in an interest bearing savings account in any bank or savings account at an FDIC insured institution of the participants' choice. The principal and interest shall be distributed to the participant when he/she leaves the program, or earlier if

approved by the CPM. CONTRACTOR shall maintain documentation of all funds retained and issued to the participant in the participant's record folder.

14.2.6.5 If a participant fails to obtain and/or maintain employment, CONTRACTOR shall discuss with the COUNTY Program Manager the participant's possible discharge from the program.

14.2.6.6 CONTRACTOR shall provide educational advocacy and support with the goal of each participant obtaining a high school diploma, GED, or High School Proficiency prior to graduation from the program.

14.2.6.7 CONTRACTOR shall encourage participants to seek college or other post-high school training to better prepare for the future. CONTRACTOR shall assist participants in applying for college or trade school admission, and for scholarships and grants for which they may be eligible.

14.2.7 Monthly Monetary Provision

14.2.7.1 CONTRACTOR shall ensure that each unemployed THP–Plus participant with no other source of income receive a monthly monetary provision in the amount of $75.00 for individuals and $100.00 for parenting participants to provide for: (1) laundry/dry-cleaning, (2) toiletries, (3) cleaning supplies, and (4) miscellaneous items. CONTRACTOR shall provide the monthly monetary provision for a maximum of two months. CONTRACTOR shall retain documentation of all monies given to each participant.

14.2.7.2 CONTRACTOR shall require the THP-Plus participant to provide receipts for purchases made with their monetary provision.

14.2.7.3 If the participant is actively seeking but is unable to secure employment after sixty days, the CONTRACTOR shall discuss extending the Monetary Provision with the COUNTY Program Manager.

14.2.8 Participant Training/Services

14.2.8.1 CONTRACTOR shall provide ongoing activities/training to THP-Plus participants in the following areas:

14.2.8.1.1 Transportation Training: Training topics shall include, but are not limited to: (1) obtaining bus tokens, passes, and routing discounts; (2) obtaining a driver's license; (3) purchasing, registering, licensing, insuring, maintaining, and selling cars; and (4) using light rail, subway, and bus systems throughout Los Angeles County.

14.2.8.1.2 Maintenance of Personal Items: Training topics shall include: (1) how to launder and replace towels, sheets, blankets and bedspreads; (2) how to replace, launder, mend, and dry-clean clothing; and (3) how to effectively manage and replace personal care items.

14.2.8.1.3 Living Unit Upkeep and Maintenance: Training topics shall include information as well as "hands-on" experience on: (1) how to properly maintain the THP-Plus participant's living unit in a safe and clean condition (sweeping, mopping, dusting, window cleaning, furniture maintenance, proper maintenance of bathroom and kitchen, etc.); (2) how to safely and effectively use various household cleaners and chemicals, and (3) how to prepare for earthquakes, fire, floods, or other disaster.

14.2.8.1.4 Nutrition and Food Management, Storage, and Preparation: Training topics shall include, at minimum: (1) proper nutrition and food preparation; (2) food shopping including comparison shopping and using coupons; (3) food storage health and safety regulations; (4) special diets for THP-Plus participants and his/her child(ren) who require them.

14.2.8.1.5 Money Management Skills Training: Training topics shall include, but not be limited to: (1) credit—what it is, how to get it, how to keep it, and how to get a credit report; (2) consumer information; (3) budgeting; (4) entertainment

costs; (5) consumer fraud and scams; (6) income taxes, including information on the Earned Income Tax Credit (EITC); (7) financing, loans, and computing interest; (8) educational/ vocational loans and grants; (9) identity theft; and (9) information about life/health insurance and retirement funds, and U.S. savings bonds.

14.2.8.1.5.1 CONTRACTOR shall train participants how to budget for living expenses such as rent, utility bills, household maintenance expenses, etc.

14.2.8.1.5.2 CONTRACTOR shall provide each THP-Plus participant a copy of the monthly utility bills associated with their living unit and use the copies as a training tool to enhance the participant's understanding of what will be expected of them upon completion of the program and to understand the importance and benefits of energy conservation. Under no circumstances are participants expected to pay for utilities.

14.2.8.1.6 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. The training shall also include assisting the THP-Plus participant to actually establish and manage a FDIC savings account(s) of the participant's choice. If a participant requests, the CONTRACTOR shall also assist the participant in establishing a FDIC insured checking account of the participant's choice.

14.2.8.1.7 Legal Rights and Community Resources: Training topics shall include: (1) THP-Plus participant's legal rights, responsibilities, and legal aid resources; (2) how to search for an apartment and complete a rental application; (3) the landlord/tenant relationship, legal contracts, and fair housing laws; (4) privacy rights; (5) college and dormitory living; (6) health and life insurance costs and benefits; (7) social services agencies

and the services they provide; and (8) other available community resources.

14.2.8.1.8 Medical and Dental Care Training: Training topics shall include how to receive adequate medical care while participating in the THP-Plus program and after completion. The training shall include, but not be limited to, the following topics: (1) Applying for Medi-Cal and Medi-Cal card [please see Exhibit A-32]; (2) obtaining medical insurance; (3) accessing routine medical care and emergency medical treatment procedures; (4) First Aid and age-appropriate CPR training from qualified persons for participants with a child(ren) residing in the living unit; (5) minor health treatment training that includes minor physical aches and pains, minor illnesses such as colds, fevers, pre-existing conditions not requiring a physician and when to seek professional medical care; and (6) proper dental care and oral hygiene training including how to find a dentist for routine or emergency dental care.

14.2.8.1.9 Socialization Skills and Self-Esteem: Training topics shall include, but are not be limited to, developing: (1) socially acceptable behavior and strategies for communicating with the landlord, school counselors, teachers, retailers, and the general public; (2) self-esteem; and (3) cultural awareness, including the knowledge of his/her ancestry;

14.2.8.1.10 Goal Setting Training: Training shall be provided on goal setting and achievement that are appropriate to the developmental level of the THP- Plus participant including the areas of education, career/vocation, and personal and social life;

14.2.8.1.11 Employment: CONTRACTOR shall provide THP-Plus participants with the skills and experiences that enable them to obtain and retain employment. Training shall include, but is not be limited to, the following: (1) job search methods; (2) interview techniques; (3) job training opportunities; (4) dressing for an interview; (5) job

retention strategies; (6) information on various jobs, their descriptions and requirements; and (7) registration, career assessments and information on services available at the local One-Stop Career Center (One-Stop), local Workforce Investment Act (WIA) Agencies, and Transitional Resource Centers.

14.2.8.1.11.1 Hands-on training shall include, but not be limited to, the following:

(1) completing a master application; (2) writing and updating a resume; (3) writing a cover letter; (4) participating in mock interviews; (5) researching a career or vocation that interests the THP-Plus participant; and (6) visiting the local One-Stop.

14.2.8.1.11.2 CONTRACTOR shall also contact the DCFS Employment Coordinator at (213) 351-0100 when seeking employment for THP-Plus participant.

14.2.8.1.12 Housing: CONTRACTOR shall work diligently with THP–Plus participant's to ensure that each participant has secured affordable housing in accordance with participant's STEP-TILP. Training shall include, but not be limited to, the following: (1) completing a rental application; (2) establishing and maintaining good credit; (3) contacting the Los Angeles Housing Authority; (4) Section 8 housing; (5) finding areas with rent control; (6) being a good tenant; (7) one's rights as a tenant; (8) local and federal programs and subsidies to purchase housing; and (9) homeless assistance and programs; (10) locating and living with a roommate; (11) roommate mediation.

14.2.8.1.13 Mental Health and/or Substance Abuse Services: CONTRACTOR shall assist THP–Plus participants with receiving mental health and/or substance abuse services, which include but are not limited to the following:

14.2.8.1.13.1 Assessment for the purpose of identifying the level of the participant's mental health and/or substance abuse needs, and the appropriate level of treatment. The THP–Plus Social Worker will refer participants for an assessment when required.

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

14.2.8.1.13.3 If a participant wishes to seek and obtain treatment services without disclosure to the Department, this arrangement may be kept confidential between the participant and the treatment provider, however such treatment may not be counted as a THP-Plus activity.

14.2.8.2 CONTRACTOR shall provide each THP-Plus participant with a 5-inch, 3-ring binder with tabbed dividers to save training information.

14.2.8.3 CONTRACTOR shall provide additional monthly training/support for THP-Plus participants that are deficient in any areas identified by the participant or CONTRACTOR that are necessary for him/her to achieve the goals in the STEP-TILP or recorded in the THP-Plus participant record folder.

14.2.8.4 CONTRACTOR shall maintain training records that include but are not limited to the following: 1) name, title and credential of trainer; 2) date of training; 3) verification of attendance. A copy of the training records shall be maintained in each participant's Record Folder.

14.2.8.5 CONTRACTOR shall provide not less than a 60-minute (individual or group) training session per week. 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 THP-Plus participants, and must be available for audit and

inspection by the COUNTY upon request. The training shall be conducted by paraprofessional staffs, social work 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. The CONTRACTOR shall provide each participant written instructions/information for each training session, and whenever possible, include "hands-on" experience.

14.3 Youth Survey:

Contractor shall ensure that each THP–Plus participant is informed about completing the youth survey. The survey shall be completed online and submitted to the COUNTY within 12 months of the participant's admission into the program. The website for the survey is: www.ILPOnline.org.

14.4 Discharge of a THP-Plus Participant

14.4.1 Unless a THP-Plus participant is a danger to himself or others, the CONTRACTOR shall make every attempt to stabilize situations that might lead to the participant's discharge.

14.4.2 If it appears that the situation cannot be resolved without discharge of the THP-Plus participant, the COUNTY and CONTRACTOR shall agree upon the plan of action, and the CONTRACTOR shall submit this plan in writing to the Emancipation Ombudsman within five (5) business days.

14.4.3 CONTRACTOR shall document in the THP–Plus participant's record folder the participant's failure to comply with the rules and regulations of the program. The documentation shall include the time, date, parties involved and a detailed summary of the non-compliance.

14.4.4 CONTRACTOR shall develop an exit plan to ensure that the participant has alternate housing prior to discharge. Documentation of the exit plan shall be maintained in the participant's record folder.

14.4.5 When a THP–Plus participant is discharged, CONTRACTOR shall ensure that the participant's clothing and personal belongings accompany him/her.

14.5 Grievance and Appeal Processes (Exhibits A-5 through A-10)

14.5.1 CONTRACTOR shall ensure that each participant is informed of the grievance and appeal processes (Exhibits A-5 and A-8), and is provided forms to acknowledge receipt of the processes and procedures (Exhibits A-7 and A-10), and the location to send the grievance or appeal forms.

14.5.2 THP–Plus participants who have received a notice of program violation and infraction or discharge will be given the right to grieve or appeal such decision. The participant has 5 business days to file a Notice of Grievance Request (Exhibit A-6), or a Notice of Appeal Request (Exhibit A-9).

14.5.3 Participants must send the Notice of Grievance Request or the Notice of Appeal Request and supporting documentation to the Grievance/Appeals Committee Coordinator:

Emancipation Ombudsman
DCFS Transitional Housing
3530 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

14.6 Permanent Housing Locator Assistance

14.6.1 CONTRACTOR shall assist each 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) locating permanent rental housing; and 2) negotiating the rental agreement with the landlord.

14.6.2 CONTRACTOR shall attempt to locate permanent housing with costs that do not exceed 30% of the participant's gross income.

14.6.3 CONTRACTOR shall document all Housing Locator activities in the participant's case record.

14.7 Mentoring

CONTRACTOR shall provide adult mentors to follow the participants for a minimum of six months following completion of 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. Mentoring activities shall be documented in the participants' case record.

14.8 Aftercare and Tracking

14.8.1 CONTRACTOR shall use the Follow–Up Survey (Exhibit A-22) and the Ansell-Casey Life Skills Assessment (Exhibit A-35) to track the progress of THP-Plus participants for two (2) years after the participant leaves the Program. The participant's shall be assessed at six months, one year and two years after leaving the program.

14.8.2 CONTRACTOR shall conduct support groups and provide referrals to community resources. CONTRACTOR shall maintain documentation including the dates and times support groups are conducted.

14.8.3 CONTRACTOR shall offer incentives to participants to encourage their participation in post program assessments and outcomes.

14.9 Success Stories

CONTRACTOR shall report success stories annually in writing on current/former THP-Plus participants that have achieved personal or professional goals to the COUNTY Program Manager. The 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.

15.0 QUALITY ASSURANCE PLAN

15.1 CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met. The QAP shall be submitted to the CPM within thirty (30) days of the contract start date and as changes occur.

15.2 The CPM will review the CONTRACTOR'S QAP and provide the CONTRACTOR with approval of said plan or with requested changes. If the CPM request changes in the CONTRACTOR'S QAP, the CONTRACTOR shall make such changes and resubmit the plan for approval within five (5) business days.

15.3 The QAP and any revisions thereto shall include, but not be limited to, the following:

15.3.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of

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

15.3.2 If CONTRACTOR'S performance requirements are not met, the CPM may call CONTRACTOR, send CONTRACTOR a User Complaint Report (UCR), Exhibit A-33, or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four (24) hours of receipt. All performance requirement issues will be reported to the CPM.

15.3.3 Methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR'S employees or any other potential disruption in service.

15.3.4 CONTRACTOR shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CPM.

16.0 QUALITY ASSURANCE MONITORING

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR'S performance under this contract using the quality assurance plan specified in this Statement of Work. All monitoring will be conducted in accordance with Part II, Section 24.0, COUNTY'S Quality Assurance Plan, of the Contract.

EXHIBIT A-1

THE RICHSTONE FAMILY CENTER

PROVIDER PLAN

RICHSTONE FAMILY CENTER

THP- Plus Program Plan

Richstone Family Center's Transitional Living Program meets the requirements of the THP – Plus as identified in each section below.

1. We ensure that residents in this program are in compliance with MPP Section 30 – 913 and specifically:

    - Residents are young adults who are former foster/probation youth who have emancipated from a county that has elected to participate in THP-Plus. Residents shall be at least 18 years and not yet 21 years of age.

    - Residents may remain in the program for a maximum of 24 cumulative months.

2. The program does not discriminate on the basis of race, gender, sexual orientation, or disability. Furthermore in accordance with Welfare and Institutions Code Section 16522.1(a) (1), youth who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications are eligible for consideration in the program and are not automatically excluded due to these factors.

3. Richstone Family Center will, with the assistance of a county designee, assist each resident to complete the STEP/THP-Plus TILP form designed by the Department.

4. Program Description:

Richstone Family Center's Transitional Living Program provides housing, case management, mental health counseling, educational guidance and support, job readiness/training and supervised job search, nutrition classes, mentoring/life skills and twenty-four hour support for residents.

Richstone's Director of Programs provides oversight for the program working closely with the Director of the Transitional Living Program. The Director of the Transitional Living Program is a licensed therapist with more than eight years experience working with at-risk adolescents and adults. The Case Manager, supervises the Resident Managers who provide the evening and weekend supervision for the program. The residents in the program have daily access to the services of the Case Manager. The Resident Managers serve as "house parents" for the girls in the program.

The program is very structured and operates with clear written standards and expectations for the residents. Each resident has an individualized self sufficiency plan and receives on-going case management services meeting at a minimum of weekly with the Case Manager. The residents receive nutritional classes and are responsible for shopping and meal preparation. Girls in the program are expected to:

maintain their rooms and participate in house chores, abide by house rules and standards, participate in programs, group meetings, attend school, job training programs and/or work. The girls receive counseling services, parenting and anger management classes as needed. Whenever necessary residents are referred for substance abuse or other specialized treatment. Girls contribute a percentage of their income from work to a bank account that goes with them when they leave the program.

The community is a crucial partner in the program. Our community partners and their contributions are identified below.

Agency	**Services**
Special Services for Groups	Job Readiness, Job Preparation, Job Placement and Maintenance
Shelter Partnership	Assistance with Housing
SCROC (So. Cal Regional Occupation Center)	Specific Job Training
South Bay Volunteer Service	Link Volunteers as Mentors & Volunteer Opportunities
Planned Parenthood	Reproductive Health and Education
Richstone Family Center	Counseling, Parenting Classes, Anger Management Classes
The Twin Town Treatment Center	Substance Abuse Treatment
Behavioral Health Services	Substance Abuse Treatment
King Drew Medical Center	Drug Testing
Department of Mental Health	Psychiatric services; medication
Harbor Regional Center	Assessment and services for individuals with disabilities
Job Corps	On the job training/skill building
Conservation Corps	On the job training and education

5. The STEP/THP-Plus TILP is updated at least annually and as needed to reflect necessary changes.

6. Residents in the program are allowed the greatest amount of **freedom** possible in order to prepare them for self-sufficiency.

7. Our facility has reasonable is located to provide transportation access to schools, employment appropriate supportive services, shopping and medical care.

8. Criminal record clearances are standard requirements for all agency employees.

9. Richstone's program complies with applicable federal, state, and local housing laws and fire clearance requirements.

10. No more than two residents share a bedroom.

11. Residents 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); the right to a grievance procedure. Our program standards are the rules for our program. During the interview and intake process the standards are reviewed with each resident. Residents sign them to assure that they understand the expectations, rules and operation of the program.

12. The residents' right to confidentiality is respected. This includes the dissemination, storage, retrieval and acquisition of identifiable information. Richstone does not release information about a tenant's receipt of services without a written release from the tenant.

13. Residents' right to privacy is respected. Information is requested from the residents only when the information is specifically necessary for the provision of services. Residents are not required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.

14. Property management and service provider functions are separated in our agency. The Project Director is responsible for the oversight and provision of services. Richstone's Chief Operating Officer is responsible for property and facility management. The Project Director is supervised by the Director of Programs and the Chief Operating Officer is supervised by the Executive Director.

15. Richstone Family Center's program complies 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.)

16. If medical services are needed by residents, these services are 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. When a resident is in need of health services program staff provide referrals for the residents that meet the above requirements. Should staff have concerns about the health of a resident the Case Manager will meet with the resident to discuss the concern and offer referrals for appropriate services. The Case Manager, with consent of the resident, may provide support for residents to obtain services.

17. Residents are provided with choices regarding what services to access and the location of the services (on-site or offsite), as long as the goals of the STEP/THP-Plus TILP are being met.

18. Richstone's Transitional Living Program is not required to be license as an Adult Residential Care facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).

19. Applicable provisions of Welfare and Institutions Code Section 16522.1 are incorporated into program operations.

20. The application process is as follows:

    - Potential applicants are faxed or mailed an application form
    - Upon completion of the application they will be scheduled for an interview with the Project Director and House Manager.
    - During the week following the interview the House Manager will contact the applicant's social worker and ILP worker.
    - A decision will be made regarding the applicant's acceptance by the House Manager and Director.
    - The applicant will be notified within one week.
    - If accepted the applicant is then scheduled for an Intake meeting.

21. The selection criteria for the program is as follows:

    Resident understands and agrees to the requirements of the structured program as delineated in the Program Standards, including but not limited to:

    - Saving 50% of their monthly income in an interest bearing account and providing documentation
    - Participating in assigned chores, grocery shopping, and upkeep
    - Willingness to participate in Case Management meetings at a minimum of weekly
    - Ability to live in an environment with multiple residents without physical confrontation
    - Abiding by curfew regulations
    - Not currently using or abusing substances (legal or illegal)
    - Resident has a high school diploma or a GED*
    - Resident is either a full time student or a full time employee.* Working part time while attending an educational / vocational program part time also meets the requirements.
    - Residents with serious mental illness must be receiving appropriate level of treatment, and have attained the degree of stability that allows them to function in a structured program.
    - Resident does not currently have children residing with them.

*Applicants not currently meeting these requirements may be admitted to the program with the contingency that they become program compliant within 60 days.

22. Residents are required to deposit 50% of their income into 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 that they open and maintain. The resident is required to provide verification that this has been done each time they are paid. The purpose is to help residents learn budget management and assure that they have savings to help them be self-sufficient when they leave the program.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

TRANSITIONAL HOUSING PROGRAM – PLUS APPLICATION

I. IDENTIFYING INFORMATION:

Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

Birth Date _____/ _____/ _____ Age: _____ Social Security Number _____

Sex: _____ Height: _____ft. _____in. Weight _____lbs.

II. PARENT/GUARDIAN:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____

III. EDUCATION:

Circle Highest Grade Completed:

Middle School: 6, 7, 8 High School: 9, 10,11, 12 H.S. Diploma or GED

College: Yes / No Name of College: Semester / Units:

Name and Address of last school attended: _____

_____

_____

IV. MEDICAL INFORMATION:

Do you have current MEDI-CAL Coverage? _____ Yes _____ No

Do you have current Private Medical Insurance? _____ Yes _____ No

Date of last Medical Appointment _____

Date of last Dental Appointment _____

Do you have any medical condition that requires additional medical services not currently provided? _____ Yes _____ No

If so, please explain _____

_____

V. TYPES OF IDENTIFICATION: (ORGINALS OR CERTIFIED COPIES ONLY)

Driver's License	_____ Yes	_____ No	State _____
Social Security Card:	_____ Yes	_____ No	
Photo ID:	_____ Yes	_____ No	# _____
Birth Certificate:	_____Yes	_____ No	
Resident Alien:	_____Yes	_____ No	# _____

VI. REFERRAL SOURCE:

Who referred you to the Transitional Housing Program"

Name: _____

Relationship: _____

VII. PERSONAL OPINION:

What are your reasons for applying to a program such as THP? (Include where you are living and why you cannot stay there:

_____

_____

_____

_____

List three or more things you like about yourself?

_____

_____

_____

List three things about yourself that you feel need improvement:

_____

_____

_____

Identify problems needing special support (legal, drugs, temper)

_____

_____

Identify any special awards or achievements that you have earned:

_____

_____

_____

Siblings and Significant Others: (Friend, teacher, counselor, etc.)

1. Name: _____ Phone: _____
   Address: _____ Relationship: _____

2. Name: _____ Phone: _____
   Address: _____ Relationship: _____

3. Name: _____ Phone: _____
   Address: _____ Relationship: _____

Significant person in your life that will know how to contact you:

Name: _____ Phone: _____

Address: _____

VIII. SOCIAL SKILLS

On a scale 1-5, POOR being 1 and 5 being BEST, how are you on the following:

Wake on own: _____ Hygiene: _____ Laundry: _____

House Chores: _____ Being on time: _____

Getting along with:

Peers: _____ Counselors: _____ Teachers: _____

Co-workers: _____ Roommates: _____

IX. INDEPENDENT LIVING SKILLS (ILP INFORMATION)

ILP classes attended: _____ Yes _____ No

Verification obtained from what source: _____

X. INDEPENDENT LIVING SKILLS

On a scale of 1 – 5, POOR being 1 and 5 being BEST, how is your ability to do the following:

Use public transportation: _____ Prepare well-balanced meals: _____

Purchase food: _____ Purchase clothes: _____

Take care of your clothes: _____ Budget money: _____

To use banks: _____ Find jobs: _____ To hold job: _____

Ability to obtain services from:

Hospital: _____ Libraries: _____ YMCA: _____

Colleges: _____ Telephones: _____ Banks: _____

Driver's License: _____ Insurance: _____

XI. PROBLEM SOLVING

How do you deal with your temper? _____

_____

_____

How do you deal with authority figures? _____

_____

_____

How do you deal with peer pressure? _____

_____

_____

How do you use your free time? _____

_____

_____

How do you deal with being alone? _____

_____

_____

XII. EMPLOYMENT

Are you currently employed? _____Yes _____No

Describe: _____

_____

List all jobs you have had, most recent first:

Date Hired	Name and Address of Employer	Monthly Salary	Position
Reason left			

Date Hired	Name and Address of Employer	Monthly Salary	Position
Reason left			

Date Hired	Name and Address of Employer	Monthly Salary	Position
Reason left			

Date Hired	Name and Address of Employer	Monthly Salary	Position
Reason left			

Date Hired	Name and Address of Employer	Monthly Salary	Position
Reason left			

XIII. PERSONAL OBJECTIVES

Why do you feel you would benefit from being part of the THP program? _____

_____

_____

What do you think you will do when you complete the program? _____

_____

_____

GOALS:

What are your short-term 1 to 6 months) goals? _____

_____

_____

What are your long-term goals (6 months and more)? _____

_____

_____

I, the undersigned, do understand that the above information is being considered for my acceptance into the THP program and that falsifying information may disqualify me. I also understand that this is only part of the application process and final acceptance into the program is based solely on the decisions of the Staffing Team of the THP program.

Applicant's Signature: _____

Phone Number: _____

Date: _____

EXHIBIT A-3

TRANSITIONAL HOUSING PROGRAM – PLUS

MOVE - IN AGREEMENT

Name: _____ DOB: _____

Case #: _____ DCFS _____ Probation ____

Contractor: _____

Move In Address: _____

_____
City State Zip Code

Date of Move – In: _____

Expected Date of Program Completion: _____

I understand that I must be employed within 60 days of move-in and that if I am not employed I may be asked to exit THP – Plus. If I am unemployed I must show serious efforts and provide documentation to gain employment or enter a vocational training program.

I understand that I must also cooperate with all program rules including attending training sessions and meeting with my agency social worker.

_____ _____
Participant's Name Signature

_____ _____
Contractor's Social Worker's Name Signature

EXHIBIT A-4

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PROGRAM - PLUS

APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

TO: _____

I _____, residing at _____

_____ hereby authorized you to release to

the _____specific

(NAME OF AGENCY, INSTITUTE, INDIVIDUAL PROVIDER)

information requested by this agency which I cannot provide concerning _____

_____

_____

_____

This information is needed for the following purpose _____

_____

_____

_____

_____

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

SIGNATURE OF APPLICANT		DATE
BIRTHPLACE	BIRTHDATE	MAIDEN NAME OF MOTHER
SIGNATURE OR NAME OF SPOUSE		DATE
BIRTHPLACE OF SPOUSE	BIRTHDATE OF SPOUSE	MAIDEN NAME OF SPOUSE'S MOTHER

EXHIBIT A-5

LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PROGRAM – PLUS

GRIEVANCE PROCESS AND PROCEDURES

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

STEP 1: Participant must complete the attached Notice of Grievance form. The form must be filled out completely and clearly indicate why participants grounds from Grievance.

STEP 2: Following decision to file a Grievance or complaint, participant will be heard within 72 hours.

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:

DCFS Transitional Housing Coordinator:
Berisha Black or Onitsha Newsome
Emancipation Ombudsman
3530 Wilshire Blvd. 4th floor
Los Angeles, CA 90010
(213) 351-0203
Fax (213) 637-0035

STEP 5: Within 3 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 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 Transitional Housing – Plus Program Manager and participant.

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

Avis Ridley – Thomas
Dispute Resolution Program
City Hall
200 N. Main St. East, 16th Floor
Los Angeles, CA 90012
(213) 485-8324

EXHIBIT A-6

TRANSITIONAL HOUSING PROGRAM – PLUS

NOTICE OF GRIEVANCE REQUEST

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Message #: _____

Reason for Grievance:

_____
_____
_____
_____
_____

Agency Social Worker: _____

Supporting documents attached: ☐Yes ☐No

List supporting documents: _____
_____
_____
_____

Participant's Signature _____ Date _____

EXHIBIT A-7

TRANSITIONAL HOUSING PROGRAM – PLUS

ACKNOWLEDGEMENT OF RECEIPT OF GRIEVANCE POLICY

I, _____ have received a copy of the THP – Plus Grievance Policy.

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

Participant Signature: _____

Date received: _____

EXHIBIT A-8

LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

TRANSITIONAL HOUSING PROGRAM – PLUS

APPEALS PROCESS AND PROCEDURES

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

STEP 1: Following written notification of Discharge from the Agency, participant has 3-5 days to file and Appeal.

STEP 2: Participant must complete the attached Notice of Appeal form. The form must be filled out completely and clearly indicate why participant feels that Discharge from the Transitional Housing – Plus Program is unwarranted.

STEP 3: Participant must attach any supporting documentation to the Notice of Appeal form. Supporting documents include any information or documentation participant feels would assist in determining the merit of the Appeal.

STEP 4: Participant must send the Notice of Appeal form and supporting documentation to the Appeals Committee Coordinator:

DCFS Transitional Housing Coordinator
Berisha Black or Onitsha Newsome
Emancipation Ombudsman
3530 Wilshire Blvd. 4th floor
Los Angeles, CA 90010
(213) 351-0203
Fax (213) 637-0035

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

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

STEP 6: The Appeals Coordinator will notify the Agency staff of the Notice of Appeal Request and will request submission of copies of records supporting the decision to discharge participant.

STEP 7: The Agency Administrator will be informed of the date and time of the scheduled Appeals Review and asked to attend.

STEP 8: Following the Appeals Review, a decision will be rendered by the Appeals Committee within 5 business days. A Notice of Appeal Result form documenting the Appeal Review Committees decision will be forwarded to the Transitional Housing – Plus Program Manager and participant. The Notice of Appeal Result will recommend Reinstatement with or without conditions or Denial of Appeal.

STEP 9: Agency staff and participant will adhere to the decision rendered by the Appeals Review Committee.

STEP 10: Participant will be reinstated with or without conditions or Discharged within 30 days.

EXHIBIT A-9

TRANSITIONAL HOUSING PROGRAM – PLUS

NOTICE OF APPEAL REQUEST

Name of Appealer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Message #: _____

Effective Discharge Date: _____

Reason for Discharge:

_____
_____
_____

Agency Social Worker: _____

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

_____
_____
_____
_____

Supporting documents attached: ☐Yes ☐No

List supporting documents: _____
_____
_____
_____

Participant's Signature _____ Date _____

EXHIBIT A-10

TRANSITIONAL HOUSING PROGRAM – PLUS

ACKNOWLEDGEMENT OF RECEIPT OF APPEAL PROCESS AND PROCEDURES

I, _____ have received a copy of the Transitional Housing Program – Plus Appeal Process and Procedures Policy.

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

Participant Signature: _____

Date received: _____

EXHIBIT A-11

TRANSITIONAL HOUSING PROGRAM – PLUS

PARTICIPANT'S VERIFICATION OF HOMELESSNESS

Agency: _____

Participant Name: _____

Date of Intake: _____

I, _____, certify the following statement to be true and accurate, regarding my prior living arrangements and my efforts to obtain housing.

_____

_____

_____

_____

_____

_____

_____

_____

Participant Signature: _____ Date: _____

EXHIBIT A-12

TRANSITIONAL HOUSING PROGRAM – PLUS

FURNITURE INVENTORY FORM

☐**ADMISSION INVENTORY** ☐**QUARTERLY INVENTORY** ☐**EXIT INVENTORY**

Agency Name: _____ Date: _____

Participant's Name: _____

Unit Address: _____

ITEM	CONDITION		REPAIRED/REPLACED		DATE
1. Bed	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
2. Night Stand	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
3.Kitchen Table	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
4. Kitchen Chairs	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
5.Sofa	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
6.Coffee Table	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
7.End Table(s)	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐ No	
8._____	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
9._____	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐No	
10._____	☐Good/Safe	☐Poor/Unsafe	☐Yes	☐ No	

Agency Staff Signature _____

Participant's Signature _____

EXHIBIT A-13

TRANSITIONAL HOUSING PROGRAM - PLUS

PARTICIPANT OCCUPANCY FORM

AGENCY: _____ FOR THE MONTH OF _____ 200____

AGENCY'S THP – PLUS CAPACITY: _____

ADMISSION DATE	PARTICIPANT NAME (Last, First)	ADDRESS (INCLUDING Apt #, City, Zip)	PHONE	CASE #	UNIT	# OF PARTICIPANTS SHARING UNIT	UNIT CAPACITY

Use additional sheet(s) if necessary

EXHIBIT A-14

TRANSITIONAL HOUSING PROGRAM – PLUS

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. _____ FOSTER BILL OF RIGHTS

4. _____ THP – PLUS EXPECTATIONS
   a) Employment and Education
   b) Savings
   c) Training Requirements
   d) Youth Survey

5. _____ NAME AND PHONE NUMBER OF AGENCY SOCIAL WORKER

6. _____ EMERGENCY PLAN INCLUDING PHONE NUMBERS

7: _____ OTHER: _____

8: _____ OTHER: _____

_____ _____
PARTICIPANT'S SIGNATURE DATE

EXHIBIT A-15

TRANSITIONAL HOUSING PROGRAM – PLUS

ENTRY ASSESSMENT

Agency: _____

Name: _____ **Age:** _____

1. **Did the youth complete the Independent Living Skills Classes prior to entering the THP – Plus (THP – Plus) Program?**
   Yes _____ When? _____ No _____

2. **Did the youth have a high school diploma at time of entry into THP – Plus?**
   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 THP – Plus/:**
   Full-time _____ Part-time _____ Not Employed _____

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

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

EXHIBIT A-15a

TRANSITIONAL HOUSING PROGRAM – PLUS

TWELVE MONTH ASSESSMENT

Agency: _____

Name: _____ **Age:** _____

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

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

Name of School _____
Expected completion date _____

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

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

Enrolled _____ Completed ____ Date of completion ____ Degree ____

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

a) 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 _____

TRANSITIONAL HOUSING PROGRAM - PLUS

YOUTH INTERVIEW

Date: _____

Youth Interviewed: _____

Interviewer: _____

1. Assessment Factors

Appearance:	Age, dress, hygiene
Behavior:	Tense, agitated, calm
Cognition:	To interviewers, time, place, and situation
Impulse Control:	Judgement, response to questions
Speech:	Rate and flow of speech
Affect:	Appropriateness to content, i.e., flat, blunted, animated bright

_____

_____

_____

2. Support System

Do you have a best friend or someone you can really talk to? If this person is a peer, is there an older adult who you discuss problems with?

_____

_____

_____

3. Education

Are you currently in school, if so which one? If not, do you plan to attend?

_____

_____

_____

4. Psychological

Have you ever been depressed or on medication? What do you do when you get depressed?

_____

_____

_____

5. Medical

_____

_____

_____

6. Drugs

Have you ever experimented with drugs/alcohol? If so, what kind? How long ago? Frequency of use? Would you say that the drugs/alcohol are a problem for you?

_____

_____

_____

7. Activities

What do you do for fun? What kind of things do your friends do? What type of recreational activities would you enjoy?

_____

_____

_____

8. Money Management

a) Where do you currently get money to take care of your personal needs?
b) If no income, how do you plan to take care of yourself? (i.e., money for self support)
c) Do you have a savings account?
d) What is the difference between gross and net pay?
e) How do you create a monthly budget?

_____

_____

_____

9. Food management

a) Can you cook?
b) Have you ever shopped for groceries?

_____

_____

_____

10. Medical Care

a) If you had a medical emergency, where would you go for immediate services?
b) Have you ever made your own appointment with a doctor or dentist?
c) Give two methods for preventing the spread of sexually transmitted disease?
d) Do you know how to use a Medi-Cal card?

_____

_____

_____

11. Educational Planning

a) What is your educational goal?
b) How would you enroll in adult education/vocational training or college?
c) Does youth have a realistic view of chances to complete educational goals?

_____

_____

_____

12. Job Seeking Skills

a) With the education and experiences that you have, what type of jobs could you get?
b) Can you read want ads to find job leads?
c) Have you ever had a job interview or practiced having one?
d) What are your methods for finding work?

_____

_____

_____

13. Employment

a) Have you had a job?
b) What did you do? How much did you earn? How long did you work?

_____

_____

_____

14. Emergency and Safety Skills

a) What are some important tips that may help prevent fire in the home:
b) How do you put out a grease fire?
c) Describe the jobs/functions of the police, ambulance, fire department?

_____

_____

_____

15. Housekeeping

a) What type of cleaners do you use to clean the kitchen and bathroom?
b) How often should you clean your house?
c) What happens when you mix bleach and ammonia?
d) Explain to us what steps you would take to clean the following rooms in an apartment, bathroom, kitchen, bedroom, living room?

_____

_____

_____

16. Problem Solving

a) Have you ever had a roommate?
b) How have you resolved roommate problems in the past?

_____

_____

_____

17. Personal Issues

a) What do you expect to gain from this program?
b) What are your goals for employment?
c) If you don't get accepted into this program, where would you go?

_____

_____

_____

EXHIBIT A-17

SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM TRANSITIONAL INDEPENDENT LIVING PLAN (STEP-TILP)

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, California 95814

July 16, 2002

REASON FOR THIS TRANSMITTAL
[X] State Law Change
[ ] Federal Law or Regulation Change
[ ] Court Order
[ ] Clarification Requested by One or More Counties
[ ] Initiated by CDSS

ALL COUNTY LETTER NO. 02-53

TO: COUNTY WELFARE DIRECTORS
CHIEF PROBATION OFFICERS
COUNTY FISCAL OFFICERS
FOSTER FAMILY AGENCIES
GROUP HOME PROVIDERS
COUNTY INDEPENDENT LIVING PROGRAM COORDINATORS
TRANSITIONAL HOUSING PLACEMENT PROGRAM PROVIDERS
CALIFORNIA STATE FOSTER PARENTS' ASSOCIATION

SUBJECT: **SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM TRANSITIONAL INDEPENDENT LIVING PLAN (STEP-TILP)**

REFERENCE: ALL COUNTY LETTER NO. 02-25, ALL COUNTY INFORMATION NOTICE I-93-01

The purpose of this letter is to provide a new form, the STEP-TILP (STEP 8), for counties participating in the Supportive Transitional Emancipation Program. This program allows ongoing financial support for emancipated foster/probation youth, up to age 21 who pursue a plan described in the STEP-TILP for completing educational and career and other goals.

Participating counties are required to use this form. The STEP-TILP contains the educational/vocational, or other goals related to self-sufficiency mutually agreed upon by the youth and the county welfare or probation department or independent living program coordinator. The youth must be participating in the activities identified in the STEP-TILP. The form shall be up-dated at least annually. Participants are responsible for informing the county whenever changes occur that affect payment of aid, including changes in address, living circumstances, educational, career, and training programs.

If you have any questions concerning this letter, please contact Sonya St. Mary at (916) 324-5809, sonya.st.mary@dss.ca.gov or Chris Forté at (916) 327-6926, chris.forte@dss.ca.gov.

Sincerely,

Original Document Signed
By Nina Grayson For

SYLVIA PIZZINI
Deputy Director
Children and Family Services Division

SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM

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

PERSONAL DATA

START DATE OF PROGRAM: | COMPLETION DATE:

NAME: | SSN: — — | DATE OF BIRTH: | AGE: | GENDER: M F

COUNTY OF THE LAST HELD DEPENDENCY/WARDSHIP: | NAME OF LAST SOCIAL WORKER:

CURRENT ADDRESS: | CITY: | COUNTY: | STATE: | ZIP: | TELEPHONE: ( )

MAILING ADDRESS IF DIFFERENT: | CITY: | COUNTY: | STATE: | ZIP: | OTHER TELEPHONE: ( )

TRIBAL AFFILIATION: ☐ 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		RATE OF PAY: $ per hour
SHIFT I WORK: ☐ Day ☐ Swing ☐ Evening ☐ Grave ☐ Other *(specify)*:			
SUPERVISOR/CONTACT PERSON:		TELEPHONE: ( )	
PROOF OF EMPLOYMENT *(ATTACH)*:			

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:_____

HOUSING

My current living situation is *(check all that apply)*: ☐ With spouse ☐ With minor children
☐ Alone renting an apartment or house ☐ Transitional Housing ☐ Host Family ☐ With parent
☐ With roommate renting an apartment or house ☐ With relatives ☐ College Dorm ☐ Homeless
☐ Shelter ☐ Section 8 Vouchers ☐ Unsafe ☐ Temporary ☐ With friends
☐ Other (specify): _____

My current living situation is safe: ☐ YES ☐ NO

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

_____

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

I am currently on the transitional housing waiting list: ☐ YES ☐ NO

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

My housing needs are:_____

_____

My housing Service Provider is: _____

My Service Provider will assist me by:_____

DRIVERS LICENSE

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

If NO, please explain:_____

My plans to obtain one are:_____

My Service Provider will assist me by:_____

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

I currently have car insurance: ☐ YES ☐ NO

If NO, please explain:_____

My plans to obtain insurance are:_____

My Service Provider will assist me by:_____

SUPPORT NETWORK

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

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

FINANCIAL

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

☐ Other (specify):_____

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

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

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

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

STEP PARTICIPANT	DATE
SERVICE PROVIDER	DATE
COUNTY REPRESENTATIVE	DATE

PERSONAL DATA FORM

These questions are for data collection purposes only.

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

1. Current Marital Status: ☐ Never Married ☐ Married ☐ Widowed ☐ Divorced ☐ Legally Separated

2. Number of children: ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

3. Since I turned 18 years old I was incarcerated: ☐ YES ☐ NO

EXHIBIT A-18

TRANSITIONAL HOUSING PROGRAM – PLUS

SAVINGS AGREEMENT

The Transitional Housing – Plus Program provides rental assistance during your stay in the program. However, it is required that you save a portion of your monthly income for.

Thirty Percent (30%) of your monthly net income is required initially for savings during your first six months of participation in the program. The percentage will graduate to Fifty percent (50 %) during your seventh month of participation in the program. Payment must be paid in the form of a money order or check. Receipts will be issued for each payment.

In the event that you lose your job or change jobs, an adjustment in your monthly rental agreement will be made. If you lose your job and are unable to pay rent, you will have one month to secure new employment before facing eviction.

I, _____agree to pay 30 % or 50% of my net income per month to the Transitional Housing Plus Program. The current percentage due is _____%, beginning _____ and ending _____. My monthly contribution based on this percentage will be $_____.

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

***Note: All funds deposited into my interest earning THP – Plus account will be returned to me upon departure from the Program, minus any assessment for documented property destruction.

_____ _____

Participant's Signature Date

_____ _____

Contractor's Social Worker Signature Date

SPECIAL INCIDENT REPORT

AGENCY NAME:_____ DATE: _____

PARTICIPANT'S ADDRESS: _____

CITY, STATE ZIP CODE _____

PARTICIPANT NAME/CASE #	DATE	TIME	LOCATION OF INCIDENT	DATE OF PLACEMENT	SEX	DOB

LIST ALL STAFF PRESENT DURING INCIDENT:

_____

_____

_____

TYPE OF INCIDENT;

AWOL		SCHOOL INCIDENT		STAFF RELATED INCIDENT	
SUBSTANCE ABUSE		POLICE INVOLVEMENT		SEXUAL INCIDENT	
PHYSICAL VIOLENCE		ALLEGED CHILD ABUSE		OTHER	
SUICIDE ATTEMPT		INJURY/ILLNESS		OTHER	

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

CONCLUSIONS: (WHAT HAPPENED AND WHY)

SUPERVISOR'S REMARKS: (INCLUDE ADMINISTRATIVE FOLLOW-UP)

Staff making report signature	Print Name	Date report written
Supervisor's signature	Print Name	Date

PERSON NOTIFIED REGARDING INCIDENT

WHO	DATE & TIME	TELEPHONE	DATE NOTIFIED	PERSON CONTACTED
PARENT/GUARDIAN				
POLICE REPORT #				
CSW/DPO				
CHILD ABUSE REPORT FILE				

LIST ANY OTHER ATTACHMENTS/SUPPORTING DOCUMENTS:

_____

_____

_____

_____

NAME AND TITLE OF STAFF SUBMITTING REPORT: _____

DATE AND TIME SUBMITTED: _____

EXHIBIT A-20

TRANSITIONAL HOUSING PROGRAM – PLUS
MONTHLY REPORT
REPORTING PERIOD _____

AGENCY NAME: _____

TOTAL # SERVED: _____#ADMITTED _____#DISCHARGED_____

 # DCFS YOUTH_____ #NON-PARENTING _____ # PARENTING _____

#PROBATION YOUTH _____# NON-PARENTING _____# PARENTING_____

1. **What percentage of youth entered the program with a high school diploma? _____**

2. **What percentage of youth earned a high school diploma within 12 months of admission? _____**

3. **What percentage of youth were employed at the time of entry into the program? _____**

4. **What percentage of youth were employed within 12 months of admission? _____**

5. **What percentage of youth had an average hourly wage of $6.25 at the time of entry into the program? _____**

6. **What percentage of youth had an average hourly wage above $7.50 within 12 months of admission? _____**

7. **What percentage of youth reported having a consistent relationship with a caring adult at entry into the program? _____**

8. **What percentage of youth reported having a consistent relationship with caring adult within 12 months of admission? _____**

_____ _____
Contractor's Project Director **Date**

EXHIBIT A-20a

TRANSITIONAL HOUSING PROGRAM – PLUS

QUARTERLY REPORT

REPORTING PERIOD _____

AGENCY NAME: _____

Participant's Name: _____ **DOB:** _____

Address: _____ **Tel:** _____
_____

Admission Date: _____ **Projected Completion Date:** _____

ELP Completion Date: _____

ELP Goals: _____
_____
_____

1. Educational/Employment Status:

_____
_____
_____
_____

2. Vocational Training/Job Description:

_____
_____
_____
_____

Career/Vocational Goal: _____

3. The Participant received training in the following areas:

_____
_____
_____
_____
_____

4. The Agency observed progress by the Participant in the following areas:

_____
_____
_____
_____
_____
_____

5. This quarter the Agency assisted the Participant in working toward the following case goals:

Goals	**Assistance**
_____	_____
_____	_____
_____	_____
_____	_____

6. The Participant reached the following goals:

_____
_____
_____
_____
_____

7. The Agency recommends that the following be included in the Participants case plan.

_____
_____
_____
_____
_____

_____ _____
Contractor's Social Worker Signature **Date**

_____ _____
Contractor's Social Work Supervisor Signature **Date**

EXHIBIT A-21

TRANSITIONAL HOUSING PROGRAM – PLUS

EXIT ASSESSMENT

Name: _____ DOB: _____

Address: _____
_____

Entry Date: _____ Exit Date: _____

Departure Reason: Planned _____ Unplanned _____ Violation/Discharge _____

---

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

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

3. Is the participant enrolled in, or completed higher learning?
   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 exit salary? Yes _____ No _____

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

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

Address: _____
_____
Phone: _____

7. Emergency Contact: _____
Address: _____
_____
Phone: _____

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

Exit Interview Questions:

1. What was helpful in THP – Plus? _____
_____

2. What was not helpful in the program? _____
_____

3. Do you feel you successfully completed the program? Why or Why not? _____
_____

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

Savings Disbursement: Issued/Amount $ _____ Date: _____
Check # _____

Participant's Signature: _____

Social Worker's Signature _____

EXHIBIT A-22

TRANSITIONAL HOUSING PROGRAM – PLUS

FOLLOW-UP SURVEY

Name of Participant: _____ DOB: _____

Address: _____

1. Date of contact: _____

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

   If no, indicate new address _____
   _____
   Phone Number _____

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

3. Is the participant currently employed? Yes ____ No ____
   Full-time _____ Part-time _____ Monthly Salary $_____

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

<u>Attempted Contacts</u>: _____ **Unable To Locate**

_____ _____
Date Comments

_____ _____
Date Comments

_____ _____
Date Comments

<u>Notes:</u>

_____
_____
_____
_____
_____
_____
_____

_____ _____
Staff Signature Date

EXHIBIT A-23

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EXHIBIT A-24

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EXHIBIT A-25

TRANSITIONAL HOUSING PROGRAM - PLUS

MONTHLY INCOME LOG

FOR _____ 200___
(MONTH)

AGENCY: _____

PARTICIPANT: _____

ITEM	AMOUNT RECEIVED	DATE
FOOD $200.00 OR $250.00	$	
TELEPHONE	$	
LAUNDRY/ DRY CLEANING	$	
TOILETRIES	$	
CLEANING SUPPLIES	$	
BUS PASS	$	
MISC.	$	
OTHER:	$	
INCOME		
SOURCE:		
TOTAL EXPENSES/INCOME		

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED.

_____ _____
PARTICIPANT'S SIGNATURE DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
$	$	

_____ _____
AGENCY STAFF DISTRIBUTING MONETARY PROVISION DATE

SERVICE DELIVERY SITES FOR

TRANSITIONAL HOUSING PROGRAM – PLUS SERVICES

THP-Plus Administrative Office/Headquarters (AGENCY)

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P) (310) 970-1921
			Fax (F) (310) 970-1011
RICHSTONE FAMILY CENTER	13620 CORDARY AVE. HAWTHORNE, CA 90250	CHERYL GOURGOURIS	P: ( )
			F: ( )

THP-Plus Service Site(s) (FACILITY)

FACILITY Name	FACILITY Address	FACILITY Contact Person	Phone (P)
			Fax (F)
TRANSITIONAL LIVING PROGRAM	4431 W. 137th PL. HAWTHORNE, CA. 90250	Juliette STIDD	P: (310) 970-1921 x140
			F: (310) 970-1011
			P: ( )
			F: ( )
			P: ( )
			F: ( )

(Please make additional copies of this form if necessary)

EXHIBIT A-27

TRANSITIONAL HOUSING PROGRAM – PLUS UNIT VERIFICATION FORM

CONTRACTOR: _____ **DATE:** _____

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

PARTICIPANT: _____ **CASE #** _____

NUMBER OF BEDROOMS: _____ **BATHROOMS:** _____

THP – PLUS PARTICIPANT(S) THAT CURRENTLY RESIDE IN THIS UNIT:

_____ _____

MY SIGNATURE BELOW VERIFIES THAT THE ABOVE LISTED UNIT COMPLIES WITH ALL OF THE FOLLOWING:

1. THP – Plus participants shall not share a room or unit with any individual who is not participating in the THP – Plus program except an infant child(ren) of the THP – Plus participant.
2. No more that two (2) THP – Plus participants shall share a living unit.
3. THP – Plus participants of the opposite sex shall not share a bedroom.
4. Each THP – Plus participant that shares a living unit shall have sufficient designated food storage space for perishable and non-perishable foods.
5. No more than two (2) THP – Plus participants shall share a refrigerator (Does not apply to Single Family Residence).
6. No more than two (2) THP – Plus participants shall share a bathroom.
7. No more than two (2) THP – Plus participants shall share a telephone or telephone line (Does not apply to Single Family Residence).
8. THP – Plus participants with an infant(s) shall be furnished with a bassinet or crib(s) as appropriate.
9. Living units shall be equipped with child safety features, including, but not limited to, childproof cabinets, drawer locks, door locks, and electrical outlet protectors when THP – Plus participants are placed with their children.
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 drawer and closet space to store the THP – Plus participant's belongings and clothing.
12. THP – Plus participants or their child(ren) shall not use bunk beds, cots, rollaway beds or futons.
13. One or more parking space(s) are allocated to the unit.
14. Unit is adequately furnished with furniture/appliances that are in good and safe condition.
15. Window treatments are provided.
16. Unit is adequately equipped with smoke detectors.
17. Participant was given an emergency plan that includes emergency information, instructions and telephone numbers and is posted in the unit.

_____ _____

Agency Staff Signature Name and Title

EXHIBIT A-28

TRANSITIONAL HOUSING PROGRAM - PLUS

PERSONAL/HOUSEHOLD ITEM INVENTORY

AGENCY: _____ **DATE:** _____

PARTICIPANT: _____

PERSONAL HYGIENE

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

LAUNDRY ITEMS_____

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

FIRST AID ITEMS

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

CLEANING ITEMS

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

HOUSEHOLD ITEMS

____ IRON
____ CAN OPENER
____ COOKWARE
____ DINNERWARE
____ UTENSILS
____ CUTLERY
____ IRONING BOARD
____ OTHER

LINENS

___ **FITTED SHEETS**
____ **FLAT SHEETS**
____ **PILLOWCASE**
____ **BLANKET**
____ **MATTRESS COVER**
____ **BEDSPREAD**
____ **BATH TOWELS**
____ **WASH CLOTHS**
____ **OTHER:** _____

UPON ADMISSION AGENCY HAS PROVIDED YOU WITH ANY REQUIRED ITEMS.

_____ _____

PARTICIPANT'S SIGNATURE & DATE **STAFF SIGNATURE & DATE**

TRANSITIONAL HOUSING PROGRAM– PLUS

INITIAL CASE PLAN

Introduction

The goal of THP – Plus is to help emancipated youth ages 18 through the day before their 24th birthday to secure stable housing and employment, and become financially self-sufficient. The participant must be motivated to become financially independent, follow THP – Plus rules and regulations, and participate in mandatory training sessions. THP – Plus provides up to 24 months of cost-free housing while teaching you practical skills.

Life Skills

Participants are required to attend and participate in weekly Life Skills classes conducted by the Agency staff; non-participation in the Life Skills classes is grounds for a Program Violation. Life Skills topics include budgeting and savings; health and medical care; housekeeping, apartment seeking; employment search and interview skills; educational and career goals, and beyond. The skills learned at Life Skills classes are directly related to your success while in THP – Plus and when you are on your own.

Employment

Gainful employment is an integral part of THP – Plus. You are expected to maintain ongoing employment. If you are not satisfied with your current job, you are expected to keep that job until you have secured a new job to take its place. You are not to quit a job without having another job to take its place (<u>if you quit you will receive a program violation.</u>)

You are required to:

- Work a minimum of 35-40 hours per week (full-time employment) or more if you are not enrolled in school,

- Work at least 35-40 hours per week (full-time employment) if your class enrollment is less than 12 units, or

- Work a minimum of 20 hours per week (part-time employment) if your class enrollment totals 12 units or more.

If you enter THP – Plus without employment, you will have 60 days to find employment. Your social worker will provide referrals and resources for employment and/or vocational training programs. You will be given a 30 Day Notice of Discharge from the Program if you have not actively sought or secured employment after 60 days.
If you lose your job for any reason, you will have 60 days to find new employment. You will be expected to write an explanation of why your employment was terminated. If you

do not actively seek or find employment at the end of the 30 days, you will be discharged from THP – Plus and given a 30 Day Notice to move out of your residence.

You have the responsibility to provide your social worker with paycheck stubs for the entire month, and any other documents necessary to verify your employment and income. In addition, your paycheck stubs will be used to calculate the amount of savings you must contribute on the 1st of the month.

Please answer the following questions:

1. Are you presently employed? Yes _____ No _____

2. If you are employed, please provide your employer's information:

   Name: _____
   Address: _____
   _____
   Phone: _____

3. How many hours a week do you work? _____

4. What is your hourly wage? _____

5. Do you have medical benefits? Yes _____ No _____

If you are not employed, answer the following questions:

1. What type of job are you looking for?

   _____
   _____

2. Have you received any specific job training?

   _____
   _____

3. What types of skills do you have?

   _____
   _____

4. List your three previous employers:

   a. _____

b. _____

c. _____

Mandatory Savings

An important part of THP – Plus is to give all of its participants an opportunity to learn how to budget their money, establish a savings plan and experience what it is like to pay rent on a regular basis. To help residents learn how to take on the real life experiences of an independent young adult, THP – Plus requires that residents save a portion of their net monthly income on the 1st of each month.

While at THP – Plus, participants are required to contribute:

- 30% of their monthly net income during months 1 through 6
- 50% of their monthly net income during months 7 through 24

You will be required to contribute to your savings the 1st month you move-in. You must make arrangements with your social worker if you are unable to contribute to your savings during the 1st month. Failure to contribute to your savings account is considered a violation of Program rules, and ultimately will result in discharge from THP – Plus. Your social worker and the Agency will keep a log of all your contributions to your savings account; you will also be expected to keep you own records.

In the event you lose or change jobs, an adjustment in your monthly savings contribution will be made. Remember that you have 60 days to actively seek and find a new job before facing discharge from the Program.

Education

While at THP – Plus, you will have an opportunity to achieve your educational goals, but keep in mind that you are required to:

- work a minimum of 35 hours per week or more if you are not enrolled in school, or
- work at least 35 hours per week if your class enrollment is less than 12 units, or
- work a minimum of 20 hours if your class enrollment totals 12 units or more.

To qualify as a full-time student you must confirm your student status by providing your social worker with an official class schedule at the beginning of each semester/quarter, and a copy of your official grades at the end of each semester/quarter.

Are you attending a:	vocational or trade school?	Yes	No
	career training academy	Yes	No
	community college/university	Yes	No
	other training program? Specify	_____	

If yes, please answer the following questions:

1. What is the name and address of your educational institution:

Name: _____

Address: _____

Phone: _____

2. Dates of attendance at this institution: _____ to _____

3. Grades for the last departing period (attach copies): _____

4. What is your educational goal?

_____

_____

Goals and Objectives

This section is for you to use as a tool for setting your goals for the next six months. For example, "I will save $1000.00 in the next six months." "I will contribute $400.00 a month to my savings account, and save $2,400 by the time I complete the Program."

What are your goals for the next six months?

a. _____

_____

b. _____

_____

c. _____

_____

How will you achieve your goals?

a. _____

_____

b. _____

_____

c. _____

_____

Social Worker Case Plan

As your social worker, I will facilitate your goals by:

- ❑ providing you job referrals within three days of moving into a THP – Plus residence;
- ❑ sharing information during life skills classes on how to become independent, such as budgeting and shopping, health, housekeeping, job interviewing and searching, suggestions on how to resolve conflicts with other, and identify educational and career interests;
- ❑ Providing you the opportunity to participate in Life Skills classes, trainings and conferences to assist you in meeting your financial, career and educational goals.
- ❑ _____
- ❑ _____
- ❑ _____
- ❑ _____
- ❑ _____

Signature of Participant: _____ Date: _____

Signature of Social Worker: _____ Date: _____

Signature of Supervisor: _____ Date: _____

TRANSITIONAL HOUSING PROGRAM – PLUS

CASE PLAN UPDATE

Date of Admission: _____

Participant Name: _____ Date: _____

Your main task to achieve self sufficiency i.e., paying utilities, renting an apartment, maintaining an adequate food supply and taking care of personal needs. <u>You must be gainfully employed to become self-sufficient.</u>

Our first priority in the program is employment:

Does resident have a job? Yes No

Job Title: _____

Length of time employed: _____

Work Address: _____

_____

Phone Number: _____

<u>EMPLOYMENT/FINANCIAL</u>

Salary: _____

If not employed – Give reason: _____
_____
_____
_____

Does participant have:

A car?	Yes	No
Car insurance?	Yes	No
Valid drivers license?	Yes	No

Does the participant have:

Checking Account?	Yes	No	Balance _____
Savings Account?	Yes	No	Balance _____

If no, explain why: _____
_____

Name of Bank of Financial Institution: _____

Goal: Amount needed at exit $ _____ Amount saved monthly $ _____

Goal(s)

1. _____

2. _____

3. _____

Time frame to accomplish the goal(s) _____
_____

EDUCATION

Is the participant attending or completed?

	Attending Yes / No	Completed Yes / No	When
G.E.D. Program			_____
High School			_____
Vocational of Career Training			_____
Community College			_____
University			_____
Other			_____

Indicate which School or Program the participant is attending and the address with phone number: _____

Indicate educational goal or objective (either to stay in School or Program or to get into a School or Program): _____
_____

Goal: _____

Objectives:

1. _____

2. _____

3. _____

Time Frame: _____

Support Services to be delivered: _____
_____

HEALTH/MEDICAL

Medical Issues Noted: _____

Physical Exam Date: _____

Dental Exam Date: _____

Doctor's Information: _____
_____

Dentist's Information: _____
_____

Support Services to be delivered: _____
_____

Time Frame: _____

Medication: _____

COUNSELING

Mental Health Status: _____

A. Reported on Intake: _____
_____
_____

B. Resident reported: _____
_____

Therapist's Address and Information: _____
_____

Support Services to be delivered: _____
_____
_____

Time Frame: _____
_____

Medication: _____
_____

Personal Information:

Does the participant need to acquire any of the following documents?
CA ID Soc. Sec. Card Birth Certificate Medi-Cal

Does the participant have the following documents?

CA ID	Yes _____	No _____
Soc. Sec. Card	Yes _____	No _____
Birth Certificate	Yes _____	No _____
Medi-Cal	Yes _____	No _____
Driver's License	Yes _____	No _____

If any documents are missing how will the participant go about obtaining them?
_____
_____
_____

Time Frame to obtain document(s): _____
_____
_____

If the resident is a male has he registered with the Selective Service? Yes No

If not, when will he register? _____

Program Violation Notices (since entering the program

Date: _____ Reason: _____
Date: _____ Reason: _____
Date: _____ Reason: _____

Participant specific issues to be considered: _____
_____
_____
_____
_____

Participant Signature and Date: _____

Social Worker Signature and Date: _____

EXHIBIT A-31

TRANSITIONAL HOUSING PROGRAM – PLUS

EMPLOYMENT PLAN FOR UNEMPLOYED PARTICIPANTS

Participant Name: _____ Date: _____

Address: _____

Telephone Number: _____

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

Expected Departure Date: _____

To be completed by the THP – Plus participant:

I _____, acknowledge that I have been unemployed since _____. I understand that a condition of my continued participation in THP – Plus is dependent on following the rules and requirements of the program. One of the major program requirements is to seek and maintain employment in order to remain in the program. I understand that if I do not complete this plan and obtain employment _____. I will be given a 30 day notice and discharged from the program for lack of participation.

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

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Participant Signature: _____

Agency social Worker Signature: _____

EXTENDED MEDI-CAL ELIGIBILITY FOR FORMER FOSTER CARE CHILDREN

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, CA 95814

REASON FOR THIS TRANSMITTAL

[ ] State Law Change
[ ] Federal Law or Regulation Change
[ ] Court Order
[ ] Clarification Requested by One or More Counties
[X] Initiated by CDSS

December 6, 2000

ALL COUNTY INFORMATION NOTICE NO. I-117-00

TO: ALL COUNTY WELFARE DIRECTORS
ALL CHIEF PROBATION OFFICERS
ALL FOSTER FAMILY AGENCIES
ALL GROUP HOME PROVIDERS
ADOPTIONS BRANCH
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES COMMUNITY CARE LICENSING LIAISONS
ALL COUNTY FISCAL OFFICERS
ALL INDEPENDENT LIVING PROGRAM COORDINATORS

SUBJECT: INFORMATION REGARDING EXTENDED MEDI-CAL ELIGIBILITY FOR FORMER FOSTER CARE CHILDREN 18 THROUGH 20 YEARS OF AGE

The purpose of this letter is to provide information regarding extended Medi-Cal eligibility for foster youth. As stated in the letter #00-41 issued by the Department of Health Services on August 14, 2000 (attachment), foster youth who are receiving foster care funds through Aid to Families with Dependent Children-Foster Care on their 18th birthday will be eligible to receive Medi-Cal services until the age of 21. The extended eligibility for Medi-Cal service became effective October 1, 2000. Conforming State statute requires State-mandated local programs to ensure that the Medi-Cal benefits to independent foster care youth are extended as defined in federal law.

The enrollment process is not automatic. In order to receive federal funds, the State is required to determine the youths' eligibility by verifying with the emancipating foster youth the following:

- The youth's consent to continue with the Medi-Cal services.
- The youth's current address.
- When a third party health insurance is involved Medi-Cal seeks reimbursement from the third party insurance. If applicable, a youth's health insurance must be reported to the eligibility worker.

A telephone or personal interview can verify these three points with an eligibility worker. This process of redetermination will be left to each county as per Department of Health Services specifications in the section titled, **implementation** (attachment).

County welfare workers, probation officers and/or youth may contact the youth's eligibility worker in their county directly to arrange for the extended Medi-Cal benefits. Counties are encouraged to work with the youth to ensure that youth are given every opportunity to participate in this program.

If you have any questions regarding Medi-Cal eligibility, please contact Ken Martinez, Department of Health Services (916) 657-0011 or Carl Miller, Department of Health Services (916) 657-0562. Questions regarding emancipating foster youth can be directed to Sonya St. Mary or Julie McIntosh, California Department of Social Services, Foster Care Services Bureau at (916) 445-7001.

Sincerely,

Original Document Signed By

SYLVIA PIZZINI
Deputy Director
Children and Family Services Division

Attachment

STATE OF CALIFORNIA-HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF HEALTH SERVICES
744 P Street
P.O. Box 942732
Sacramento, CA 94234-7320
(916) 657-2941

August 14, 2000

TO: All County Welfare Directors
All County Administrative Officers
All County Medi-Cal Program Specialists/Liaisons
All County, Public Health Directors
All County Mental Health Directors

Letter No.: 00-41

Extended Medi-Cal Eligibility for Former Foster Care Children (FFCC) 18 Through 20 Years of Age

The purpose of this letter is to inform counties that the Department of Health Services (DHS) is adding a new optional eligibility group for children who are in foster care under responsibility of the State on their 1 8th birthday and to provide the initial policies and procedures that apply to implementation of the new program.

BACKGROUND

The federal Foster Care Independence Act of 1999, which was enacted in December 1999, authorizes the State to provide continuing Medi-Cal eligibility for all children who are in foster care under the responsibility of the State on their 18 th birthday. The eligibility continues until they reach -21 years of age. The law permits waiving any income or asset tests for this population. Anyone eligible for the extended Medi-Cal eligibility under this new program will be entitled to the full scope of benefits, including Early and Periodic Screening, Diagnosis, and Treatment services.

The addition of this new Medi-Cal eligibility category is part of the Governor's Mental Health Initiative for fiscal year 2000/2001. The new statute implementing the program, Welfare and Institutions Code Section 14005.28, specifies an effective date of October 1, 2000.

Currently, when transitioning out of foster care because of age, this population is now required to reapply for Medi-Cal as medically needy for the county to make a determination of whether they are eligible for any Medi-Cal program. Frequently, these young people may not understand the importance of the notices or become confused by the process for continuing medical care coverage and thus lose contact with the county and critical medical cafe services. Recent studies and reports on former foster children

indicate that they have numerous medical and social needs which are unmet once they leave the foster care program. The federal law allowing states to continue zero share-of-cost Medi-Cal eligibility, and California's decision to adopt the option, is in response to the need to provide important health care to help these children make the transition from adolescence to adulthood by assuring that Medi-Cal coverage is continued.

ELIGIBILITY REQUIREMENTS

This new program continues eligibility for individuals who were in foster care under the responsibility of the State on their 18th birthday and it will continue until their 21st birthday. Persons in aid codes 40, 42, 4C, and 5K at the time of their 18th birthday will be eligible for the new program. Those who were in foster care on their 18th birthday and are still under the age of 21, but have been discontinued from foster care because of their age, are eligible for the program. The effective date of coverage would be no sooner than October 1, 2000.

There will be no income and resource test for this group, regardless of their living arrangements or with whom they reside. These persons will have no share of cost. A new aid code, 4M, has been created to accommodate this group. At age 18, these youths are to be transferred into aid code 4M and will retain the aid code until age 21, regardless of any change in circumstances, except residency. For example, if a FFCC returns to live with parents who are already Medi-Cal eligible, the parents will continue in their existing aid code and the FFCC would continue in the new aid code and in his/her own budget unit. If the FFCC has a child, the child will be determined Medi-Cal eligible based upon program eligibility rules applicable to the child. Even if other family members apply for the California Work Opportunity and Responsibility to Kids, the FFCC will not be affected since the other family members and their eligibility will be determined based on existing program rules, and the FFCC beneficiary will remain in aid code 4M, in a budget unit of one, as long as he/she continues to meet the criteria and wishes to maintain Medi-Cal coverage.

As with children in foster care, the choice of enrollment in a managed care health plan will be optional for this population, except when the beneficiary lives in a county organized health systems (COHS) county where enrollment is mandatory. When the beneficiary moves to another county, the 4M aid code follows him/her and the same rules apply as for children in foster care.

The question has been raised as to whether children in the Kin-Guardian Assistance Program (Kin-GAP) are eligible for the program. They are not, since the Kin-GAP population is not considered foster care. The children on this program are no longer under state control and their foster care cases have been dismissed. The Kin-GAP program establishes a separate payment rate for children placed with relatives who obtain guardianship.

AID CODES

Foster care children who, on their 1 8th birthday,, are in aid codes 40, 42, 4C or 5K are to be moved into aid code 4M. Those youths who are in foster care placement at 100 percent county expense, or who are undocumented alien children, are not eligible for the program; these populations will complete the normal Medi-Cal eligibility process to determine any continuing eligibility for any other Medi-Cal program.

IMPLEMENTATION

Implementation of the new program will be effective October 1, 2000. The county must transition the foster care youth to the extended Medi-Cal program on their 18 th birthday without requiring the foster care youth or foster care parent to complete an application. This population must be transferred from foster care into the new program based on a review of the foster care case files. Because counties are organized in ways to meet their unique needs, we do not wish to specify a single method for completing this transfer to the new program. The Medi-Cal program staff must maintain a Medi-Cal case file for each FFCC until they reach 21 years or otherwise terminate from the program by moving out of state or notifying the county of a desire not to continue in the program.

Federal regulations require that all Medicaid beneficiaries be subject to an annual redetermination of eligibility by the State. Since all income and assets tests are waived for this group, the redetermination should be limited to verification of any remaining factors that affect eligibility, such as residency. The FFCC should submit information on change of residency when that occurs.

In order to disseminate information on this new program, and to attempt to reach and identify those FFCC who were terminated from foster care before October 1, 2000, the Department of Social Services and DHS will issue a joint letter explaining the program

and the eligibility criteria to all county social service agencies, foster care provider groups, probation officers, foster care advocacy groups, and all other organizations that work and have contact with foster care and FFCC.

NOTICES OF ACTION AND OTHER FORMS

Notices of Action (NOAs) used to notify children of termination from foster care due to age must be amended to inform them of the automatic transfer to new extended Medi-Cal eligibility. Other Medi-Cal NOAs must also be modified to reflect the new program. DHS will work with DSS and the counties on the revision of these notices.

If you have questions regarding this program or letter, please contact Ken Martinez at (916) 657-0011 or Carl Miller at (916) 657-0562.

.Sincerely,

Adgeline Mrv`a, Chief
Medi-Cal Eligibility Branch

USER COMPLAINT REPORT
TRANSITIONAL HOUSING PROGRAM - PLUS SERVICES

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

E-mail Address: _____

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

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

☐ Contractor's Program Director is not responding to messages.

☐ Contractor's staff not available or not responding to messages.

☐ Contractor making staff changes without notification to the County.

☐ Illegal or inappropriate behavior by Contractor's staff.

☐ Contractor not submitting reports or maintaining records as required.

☐ Contractor not complying with the quality assurance requirements as specified in the Contract.

☐ Other (describe):

_____

_____

_____

_____

_____

To report an urgent/serious problem, call Bedrae Davis at: (213) 351-0281

Send UCR to Bedrae Davis, Children's Services Administrator II, 3530 Wilshire Blvd. Suite 400, Los Angeles, CA 90010 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

Exhibit A-34

THE RICHSTONE FAMILY CENTER
SHARED HOUSING RESPONSIBILITIES

Participant/Provider Agreement

This agreement is made in order to provide safe and stable transitional housing for Participant in the home of a lifelong connection in order to support transition to self-sufficiency. While providing these Transitional Housing Services to Participant, Provider has the right of control over and access to all areas of the home, including the program unit or areas of the home occupied by the Participant. Participant and Provider have read and understand THE RICHSTONE FAMILY CENTER PROGRAM GUIDELINES and have worked together to develop the shared housing responsibilities which are in this agreement.

Participant Name:_____

Certified Provider:_____

Move-in/Move-Out & General Household Agreements

1. Participant is able to bring in household furnishings**.** **Yes** ☐ **No** ☐
   Furnishings may be listed here:
   _____
   _____
   _____

2. It is agreed that furnishings, clothing and personal items brought in by Participant will remain with the Participant at move-out.

3. Household decoration (wall hangings, painting walls, etc.) will be handled as follows: _____
   _____
   _____

4. Participant will be provided keys to home and mailbox. **Yes** ☐ **No** ☐
   Participant may not duplicate or loan out their house key, mailbox key or room key. Lost keys must be reported to Provider immediately. Participant will not alter or remove household locks.
   Note: If Participant will not be provided keys, a plan must be outlined below describing how Participant will access the home and their mail.
   _____
   _____
   _____

5. Thirty days written notice will be provided to end this Agreement, except that the Provider may exercise their remedy to remove the Participant from the home in accordance with the Transitional Housing Misconduct Act (Health & Safety Code sections 50580 et. seq.).

6. Any illegal activity, including possession of non-prescription drugs, stolen property, assault, threats of harm, domestic violence, child or animal abuse, destruction of property, could result in termination from the Program and may be reported by Provider to appropriate authorities (law enforcement, probation, child protective services, etc.).

7. Provider will respect the privacy of the Participant. If though, the Provider has reasonable cause to believe that illegal items, e.g., drugs, weapons, etc. are present, for the safety and well-being of all household members the Provider may conduct a search of the premises occupied by the Participant. Illegal items will be seized and depending upon the circumstances, law enforcement or child welfare may be notified. When feasible, the Participant will be given the opportunity to be present during the search. If a Participant is not present for the search, he/she will be notified that a search was conducted as soon as possible. Searches will be conducted in a respectful manner. Personal property will not be intentionally damaged and every effort to return it to the state in which it was found will be made.

8. Participant agrees to notify the Provider in advance when they will be away from the home for a 24 hour period. Participant will also notify the Agency Social Worker in writing in advance whenever they will be away from the Provider's home for more than 3 nights during a calendar month. [Excessive stays away from the Program by Participant without notifying the Provider and/or obtaining Agency approval may result in early termination from program.]

9. Household cleanliness. Participant is responsible for the following household duties, and/or keeping the following areas of the household clean:

_____
_____
_____

10. Drug dealing, distribution, or manufacturing is not allowed on Provider's property. This includes, but is not limited to, the buying and selling of any illegal drug or prescription medication on the premises, or immediately surrounding the property by Participants and their guests/visitors.

11. Participant may bring daytime visitors into the home**.** **Yes** ☐ **No** ☐
Explain daytime visitation guidelines for Participant's family, friends, dates, etc.:

_____
_____
_____

Note: Visitors must behave in a lawful, respectful and responsible manner. The Participant is responsible for the behavior and actions of his/her visitors. Residents will pay for any property damage caused by their visitors.

12. Participant may bring overnight guests into the home**.** **Yes** ☐ **No** ☐
Overnight Visitation Guidelines:

_____
_____
_____

Note: Visitors must behave in a lawful, respectful and responsible manner. The *Participant is responsible for the behavior and actions of his/her visitors. Residents will pay for any property damage caused by their visitors.*

13. Participant and Provider will honor each other's religious preferences.

14. Participant will generally eat meals with rest of the household. Y**es** ☐ **No** ☐
If not, describe the Participant's plan for food preparation/meals:

_____
_____
_____

15. Participant may use the household telephone**.** **Yes** ☐ **No** ☐
If yes, explain under what conditions and/or clarify financial responsibilities for charges incurred. In all circumstances the telephone can be used in case of an emergency:

_____
_____
_____

16. Participant may at times use the Provider's family car**.** **Yes** ☐ **No** ☐
If yes, explain under what conditions this is allowed or what pre-approvals are necessary. In all cases, the Participant may only use a vehicle if properly licensed and insured in accordance with State law:

_____
_____
_____

17. Participants with children are responsible for their children. Children may not be left unattended. Participant will ensure diapers are disposed of regularly and the proper car seat or booster seat is used for the child. Participant and Provider agree to keep the home child-safe. This includes, but is not limited to keeping all power outlets covered, keeping phone or other cords out of reach of the child, and keeping small objects off of the floor.

18. The Participant agrees to be financially responsible for the repair of damage, other than normal wear and tear, caused by the Participant or the Participant's guest(s). For this purpose the Participant and Provider may agree to inventory the condition of the rooms occupied by Participant before arrival for existing damage and wear and tear and again after departure to determine whether there is any deterioration beyond reasonable use and wear for which the Participant is alleged to be responsible.

An inventory checklist (sample attached) will be used**.** **Yes** ☐ **No** ☐

19. Provider agrees to provide a supportive relationship and mentor the Participant. Participant will be included in family holidays, celebrations and special occasions. Provider will also provide support and assistance as follows (check all that apply):

- ☐ Be contacted and assist with transportation or other needs in an emergency situation. Emergency contact info:
  _____
  _____
  _____
- ☐ Assist with day-to-day transportation needs
- ☐ Mentor in cooking, baking, food preparation
- ☐ Mentor in activities that support physical health and fitness
- ☐ Provide door-openers and/or mentor in how to find employment
- ☐ Assist in learning and understanding household management
- ☐ Assist in learning to budget, save, and/or build assets
- ☐ Mentor re study skills or provide other educational support
- ☐ Mentor re vocations and/or assist in vocational training opportunities
- ☐ Provide relationship advice
- ☐ Assist to learn parenting skills
- ☐ Mentor in consumer skills and making major purchases
- ☐ Inclusion in family social and recreational activities
- ☐ Provide assistance in problem-solving
- ☐ Provide assistance and support to address legal troubles
- ☐ Support cultural learnings/experiences
- ☐ Listen, be available and provide emotional support.

Additional House Rules

(Those checked apply to this agreement**)**

- ☐ **Doors to the house will be kept locked at all times to ensure household safety.**
- ☐ **Participant will notify Provider by 10 PM so as not to worry them, if not planning to return home to sleep that night.**
- ☐ **Curfew for household members is:_____.**
- ☐ **Television, radio, stereo, etc. will be kept at a low to moderate volume and there will be no unnecessarily loud noise at any time.**
- ☐ **Televisions, radios, stereos, etc. may be played softly between 10 PM and 9 AM.**
- ☐ **No pets or animals (including fish or birds) may be brought into the home by Participant.**
- ☐ **Use of tobacco/smoking inside the home is not allowed.**

By signing this agreement, I am indicating that I understand and agree to all Shared Housing Responsibilities within this Agreement. I am also indicating that I have read, understand and agree to comply with all guidelines in the document entitled MY HOME PROGRAM GUIDELINES, including all Team Member Responsibilities outlined therein.

_____ _____

By: Date

Signed:

_____ _____

By: Date

EXHIBIT A – 35

ANSELL-CASEY LIFE SKILLS ASSESSMENT

Ansell-Casey Life Skills Assessment
Youth Level 4
(Version 4.0)

Instructions: These questions will ask you about what you know and can do. Try to answer all the questions.

Demographics

1. **I am:** ○ Male ○ Female

2. **My current age (years):** _____

3. **My grade in school:**

○ 1st grade
○ 2nd grade
○ 3rd grade
○ 4th grade
○ 5th grade
○ 6th grade
○ 7th grade
○ 8th grade
○ 9th grade
○ 10th grade
○ 11th grade
○ 12th grade
○ Trade school
○ In college
○ Not in school
○ Other

4. **My race/ethnicity? (Please choose all that apply)**

○ American Indian or Alaskan Native
○ Asian Indian
○ Black, African-American
○ Chinese
○ Filipino
○ Guamanian or Chamorro
○ Hispanic/Latino/Spanish
○ Japanese
○ Korean
○ Native Hawaiian
○ Other Asian
○ Other Pacific Islander
○ Other Race: _____
○ Samoan
○ Vietnamese
○ White

5. **My primary race/ethnicity? (Please choose only one)**

○ American Indian or Alaskan Native
○ Asian Indian
○ Black, African-American
○ Chinese
○ Filipino
○ Guamanian or Chamorro
○ Hispanic/Latino/Spanish
○ Japanese
○ Korean
○ Native Hawaiian
○ Other Asian
○ Other Pacific Islander
○ Other Race: _____
○ Samoan
○ Vietnamese
○ White

6. **If you are American Indian, Native American, or Alaska Native, please write the name of your Tribal or Community Affiliation on the line below.**

_____

7. **Postal (zip) code of your home address (for research purposes):_____**
8. **Which answer best describes your current living situation:**

- ○ On my own (alone or shared housing)
- ○ With my birth (biological) parents
- ○ With my birth (biological) mother or father
- ○ With my adoptive parent(s)
- ○ With my foster parent(s) who is/are unrelated to me
- ○ With relatives (not foster care)
- ○ With relatives who are also my foster parents
- ○ In a group home or residential facility
- ○ In a juvenile detention or corrections facility
- ○ With a friend's family (not foster care)
- ○ At a shelter or emergency housing
- ○ With my spouse, or partner, or boyfriend or girlfriend
- ○ Other

9. **How many years have you been in this living situation? _____**

10. **I have a Social Security number:**

○ Yes ○ No

11. **I have a copy of my birth certificate:**

○ Yes ○ No

12. **I have a photo ID:**

○ Yes ○ No

13. **When completing this assessment, I am at the following location:**

- ○ Employment or vocational agency
- ○ Youth/family community service agency
- ○ School library, classroom, or computer room
- ○ Public Library
- ○ Foster care agency
- ○ Recreation facility (like YMCA, Boys/Girls Club)
- ○ Where I live
- ○ University
- ○ Church, synagogue, temple, mosque or religious facility
- ○ Juvenile detention or correction facility

Knowledge and Behavior Items

Please circle the number (1, 2 or 3) that describes you best:

	Not like me	Somewhat like me	Very much like me
Career Planning			
1. I have used school resources to investigate different types of employment	1	2	3
2. I discuss education plans with teachers, employer, or counselors	1	2	3
3. I know of resources in the community that provide tutoring	1	2	3
4. I have explored work-related internships	1	2	3
5. I read to improve my work skills	1	2	3
6. I know the education required for the work I am interested in doing	1	2	3
7. I sometimes read materials to further my knowledge in a specific area	1	2	3
8. I have a career plan	1	2	3
9. I can find financial aid resources to further my education	1	2	3
10. I can name two reasons why personal contacts can be important in finding a job	1	2	3
11. I know where to find information about job-training	1	2	3
12. I can explain the difference between assertive and aggressive behavior	1	2	3
13. I can demonstrate two positive ways for dealing with discrimination	1	2	3
Daily Living			
1. I plan nutritious meals	1	2	3
2. I evaluate my diet for nutritional balance	1	2	3
3. I eat a variety of healthy foods each day	1	2	3
4. I think about how what I eat impacts my health	1	2	3

	Not like me	Somewhat like me	Very much like me
5. I look at calories and fat content on product labels	1	2	3
6. I eat some vegetables each day	1	2	3
7. I use a shopping list at the grocery store	1	2	3
8. I compare prices to get the best value	1	2	3
9. I clean kitchen equipment after meal preparation	1	2	3
10. I can make meals using a recipe	1	2	3
11. I follow the directions on cleaning products	1	2	3
12. I check clothing-care directions when doing laundry	1	2	3
13. I use good table manners	1	2	3
Housing and Money Management			
1. I can calculate the costs of car ownership (e.g., registration, maintenance)	1	2	3
2. I can describe how to monitor a checking account balance	1	2	3
3. I can describe how to develop a good credit rating	1	2	3
4. I can name three disadvantages of purchasing with credit	1	2	3
5. I know the typical fee charged for ATM transactions	1	2	3
6. I understand what is covered by liability car insurance	1	2	3
7. I know where to find tax information on a pay stub	1	2	3
8. I know how to find out about my credit rating	1	2	3
9. I can calculate housing start-up costs (e.g., application fee, security deposit)	1	2	3
10. I know where in my community one can get help for completing tax returns	1	2	3

	Not like me	Somewhat like me	Very much like me
11. I know the advantages and disadvantages of buying from “rent-to-own” stores			
12. I know what information is asked for in an apartment rental application	1	2	3
13. I balance my bank statement regularly	1	2	3
14. I can use an Automatic Teller Machine (ATM)	1	2	3
15. I understand the consequences of breaking a lease	1	2	3
16. I can explain the benefits of having homeowner or renter’s insurance	1	2	3
17. I have completed an income tax form	1	2	3
18. I plan for the expenses that I must pay each month	1	2	3
19. I can name two ways to invest money	1	2	3
20. I can identify two ways to put money into savings	1	2	3
21. I keep a record when I pay bills	1	2	3
22. I can complete a money order	1	2	3
23. I can get to an appointment by myself, even if I have not been to that location before	1	2	3
24. I can describe two or more ways to search for housing	1	2	3
25. I know the necessary steps for getting a driver’s license	1	2	3
26. I can compare housing choices based on cleanliness and costs	1	2	3
27. I have developed a budget	1	2	3
28. I compute discounts, for example, how much a $12.90 item would cost after a 15% discount	1	2	3
29. I know the consequences of driving without insurance	1	2	3

	Not like me	Somewhat like me	Very much like me
Self Care			
1. I can identify two signs of pregnancy	1	2	3
2. I can identify two community resources that provide prenatal care	1	2	3
3. I can identify two ways to avoid peer pressure to use drugs	1	2	3
4. I can identify three methods of birth control	1	2	3
5. I can explain ways to protect myself from sexually transmitted diseases (STDs)	1	2	3
6. I know how to talk to a partner about sexually transmitted diseases (STDs)	1	2	3
7. I can describe two strategies for responsible drinking	1	2	3
8. I can explain what to do when a fever doesn't improve	1	2	3
9. I can resist pressure to have sex	1	2	3
10. I can explain how hygiene affects one’s health	1	2	3
11. I can explain when it is best to make a doctor's appointment instead of visiting the emergency room	1	2	3
12. I know how to make a dental appointment	1	2	3
13. If illegal drugs are offered to me I can refuse them	1	2	3
14. I treat simple injuries like cuts, bites, stings and splinters	1	2	3
15. I know where I could go to get help with depression or other emotional problems	1	2	3
Social Relationships			
1. I confide in my friends	1	2	3
2. I turn to others for support when I have family problems	1	2	3
3. I am part of a group, besides my family, that cares about me	1	2	3

	Not like me	Somewhat like me	Very much like me
4. I show others that I care about them	1	2	3
5. I encourage others to talk about their feelings	1	2	3
6. I am comfortable with the number of friends I have	1	2	3
7. I can identify two or more people I can turn to for help	1	2	3
8. I usually receive feedback without getting angry	1	2	3
Work Life			
1. I demonstrate the behaviors required of a good employee (e.g., being on time)	1	2	3
2. I understand what is appropriate behavior in a job interview	1	2	3
3. I accept supervision and direction	1	2	3
4. I can ask a supervisor for help if I need it	1	2	3
5. I have completed a job application	1	2	3
6. I get along with co-workers	1	2	3
7. I manage my time to complete tasks	1	2	3
8. I thank people when they do things for me	1	2	3
Extra Items			
1. I know where a fire extinguisher is located where I live	1	2	3
2. I know the rights and responsibilities of a tenant	1	2	3
3. I know how to get emergency assistance to pay utilities	1	2	3
4. I know whom to contact to get low-income housing	1	2	3
5. I know where in my area I can go to access the Internet	1	2	3
6. I can explain the benefits of doing volunteer work	1	2	3
7. I can use resources other than the newspaper to find job openings	1	2	3

	Not like me	Somewhat like me	Very much like me
8. I have written my resume	1	2	3
9. I know where the nearest state employment office is located	1	2	3
10. I know how to use a computer	1	2	3
11. I understand what is included in employee benefits	1	2	3

Performance Items:

Please mark the best answer for each of the following questions:

Career Planning

1. Which of the following is an award of money that a qualified undergraduate student does not need to repay?
   A. An e-studentloan.com award
   B. A Federal Pell Grant
   C. A Sallie Mae grant
   D. A Nellie Mae grant

2. What is the most important reason why personal contacts are important in finding a job?
   A. Personal contacts can hire you themselves
   B. Personal contacts may know of good job openings that might fit you
   C. Personal contacts may know the job market better than you
   D. All of the above

3. Which of the following should not appear on a resume?
   A. Your name and address
   B. Your e-mail address and phone number
   C. Your age and race
   D. Your work and education experience

Daily Living

4. If you buy milk that has a label stating that "best used by September 15th," this means…?
   A. You need to use the product by September 1st
   B. You need to use the product by September 15th
   C. You need to buy the product by September 15th
   D. You need to use the product by October 1st

5. A recipe requires you to add “4 tsp. of flour.” How much flour should you add?
   A. 4 cups
   B. 4 eyedropper drops
   C. 4 tablespoons
   D. 4 teaspoons

6. To get the best prices at the grocery store, you should…?
   A. Shop when you are hungry
   B. Take a grocery list and compare prices on the items you want to buy
   C. Buy only the products that are on sale, no matter what they are
   D. Buy only enough for what you plan to eat that day

Housing & Money Management

7. All taxable income, less IRS allowable adjustments to income, is called…?
   A. Net income (NI)
   B. Adjusted Gross Income (AGI)
   C. FICA
   D. Annual Percentage Yield (APY)

8. A large extra payment that may be charged at the end of a loan or lease is called…?
   A. A surprise payment
   B. A Balloon Payment
   C. An amortization
   D. An Adjustable Rate Mortgage (ARM)

9. The period of time between the date a loan payment is due and when it is late is called?
   A. A grace period
   B. Float time
   C. Index
   D. Liability on an account

Self Care

10. Which of the following blood-alcohol levels is defined as legally drunk in all of the United States?
   A. .08 or more
   B. .06
   C. .04
   D. .02

11. If you have a severe sharp pain on the right side of your abdomen, you should…?

A. Ignore it; it is probably indigestion
B. Pay close attention to it; it may be appendicitis
C. Lay down until it goes away
D. Eat something because this means you are hungry

12. If a woman missed her period, starts to have an enlarged abdomen, and experiences some nausea and vomiting, what is very likely true about her?

A. She may have the flu
B. She may have a venereal disease
C. She may be pregnant
D. She may need to see a psychotherapist

Social Relationships

13. The most important ingredient to a successful personal relationship is?

A. Sex
B. Financial wealth
C. Trust
D. Humor

14. What is the ideal number of close friends to have?

A. 1
B. 2
C. 3
D. None of the above; the ideal number varies from person to person

15. If someone you know worships differently than you, you should?

A. Avoid them
B. Think you are better than they are
C. Respect them as much as anyone else
D. Try to make them your best friend

Work Life

16. This helps you to remember to carry out all necessary job tasks, tackle the most important ones first, and not get stressed out by unimportant tasks:

A. A to-do list
B. A desk calendar
C. A calculator
D. A diary

17. A job application will probably ask for the following:

A. Your name
B. Your social security number
C. Your proof of eligibility to work in the country
D. All of the above

18. If a job ad says “must be a self-starter,” this means that you will probably?
   A. Have a great deal of direction from your supervisor
   B. Have very little direction from your supervisor
   C. Be doing direct sales
   D. Be doing a great deal of planning and forecasting in your job

Extra Items

19. When you’re hired to a new job, you usually?
   A. Will have probationary status
   B. Will get retirement benefits
   C. Will get a raise within the first two weeks
   D. Will get a vacation within the first 3 months

20. The best way to clean a wool sweater is to?
   A. Machine wash it in hot water, with mild detergent
   B. Machine wash it in cold water, with regular detergent
   C. Take it to a dry cleaner or hang it to air out
   D. Hand wash it in hot water, with regular detergent

21. If you eat a steady diet of fast food, you will probably?
   A. Forget how to cook
   B. Have more time to do things you’d rather do
   C. Have more friends
   D. Gain weight

<u>Assessment Evaluation</u>

1. **Not counting today, how many times have you taken an ACLSA?**

   _____

2. **I filled out this assessment (please mark all that apply):**

   ○ With an adult ○ By myself ○ With a friend

3. **How did you like this assessment?**

   ○ I liked it ○ It was OK ○ I didn’t like it

Additional Questions

This section is for use with questions provided by your school, agency or caregiver.
If no questions have been given to you, you may stop here. Thank you.

	A	B	C	D	E
1					
2					
3					
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16					
17					
18					
19					
20					

EXHIBIT B

SAMPLE

Richstone Family Center

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH

(THP-Plus)

START-UP BUDGET

START-UP COSTS	UNIT COST	NUMBER OF BEDS	NUMBER OF UNITS	TOTAL BUDGET
Rental Deposit	$			$
Security Deposit	$			$
Set-up costs of utilities	$			$
Furnishings	$3,375	9		$30,375
Bedding	$200	9	9	$1,800
GRAND TOTAL				$32,175

Note: Start-up budget must be based on actual costs but not to exceed $3,575.00 per bed.

Cheryl Gourgouris

Authorized Signature

CHERYL GOURGOURIS DIRECTOR OF PROGRAMS 4-2-07

Print Name and Title Date

EXHIBIT B-1

THE RICHSTONE FAMILY CENTER
TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus)
PRICING SCHEDULE

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

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

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP- Plus)	Pro Rata Payment Per Unit of Service
RICHSTONE FAMILY CENTER CONTRACTOR shall not exceed the maximum capacity of 9 THP-Plus participants per month.	$2,200.00 per month per THP-Plus participant.

Rolando A. Ramirez
Authorized Signature

ROLANDO A. RAMIREZ, EXECUTIVE DIRECTOR 4/24/07
Print Name and Title Date

EXHIBIT B-2

THE RICHSTONE FAMILY CENTER

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED
FOSTER/PROBATION YOUTH (THP-Plus)

LINE ITEM BUDGET

(Insert each agency's budget here)

EXHIBIT B-2

LINE ITEM BUDGET SHEET

Contractor's Name: Richstone Family Center

Service Category: _____ Date Prepared: 3/16/07

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Housing Specialist/Property Mgr	0.550	$16.76	$1,597.75
Resident Managers	2.125	$15.00	$5,524.74
Case Mgr/Social Worker	0.375	$24.66	$1,602.90
Dir of Programs	0.300	$36.06	$1,875.00
Vol Coord	0.321	$15.87	$ 882.61
Others (Please continue to list)			
	Total Salaries and Wages		**$11,483.00**

***FTE = Full Time Equivalent Positions**

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	3.671	$869.84
Dental Insurance	3.671	$ 30.59
	Total Benefits	**$900.43**

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

OASDI		$711.95
Medicare		$166.50
Workers Comp		$288.13
	Total Payroll Taxes	**$1,166.58**

Insurance (List Type/Coverage. See Part I, Section 5.2, Insurance Coverage Requirements)

Building/SS/Umbrella	$ 600.00	
Emancipation Fund	$ 450.00	
Grocery Vouchers	$ 366.67	
Transportation (Bus Tokens)	$ 180.00	
Incentive	$ 225.00	
Communication	$ 83.33	
Supplies	$ 66.67	
Utilities	$ 833.33	
Security	$ 23.00	
Bldg & Grounds	$ 833.33	
Property Taxes	$ 625.00	
	Total Insurance/Misc. S & S	**$4,286.33**

	TOTAL DIRECT COSTS	**$17,836.34**

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	$ 646.25	
Management Overhead (includes Facility Mgmt)	$1,428.30	
Administration	$ 986.50	
Other Indirect Costs	$ 583.33	
	TOTAL INDIRECT COSTS	**$3,644.38**

TOTAL DIRECT AND INDIRECT COST	**$21,480.72**
TOTAL MONTHLY COSTS	**$21,480.72**

EXHIBIT B-3

THP-PLUS ESTIMATED COST PER MONTH PER PARTICIPANT

BUDGET:
County _____ THP+ Agency Provider Richstone Family Center
County Contact _____ Agency Contact Cheryl Gourgouris
County phone _____ Agency phone (310) 970-1921 x 141
County Email_____ Agency Email_cherylg7@aol.com

Maintenance Costs		**Monthly Expenses**
Participant Allowance	Transportation	$ 20.00
	Food, Cleaning Supplies	$ 40.74
	Recreation – Incentive	$ 25.00
	Clothing	$
	Allowance/Savings/Emancipation Fund	$ 50.00
	Telephone	$ 9.26
	Miscellaneous	$ 7.41
	Subtotal	$152.41
Housing Expenses	Utilities (trash, electricity, etc.) Utilities/Security/Bldg & Ground/Prop Tax)	$323.85
	Rent	$
	Total	$323.85
Admin. Costs	Administrative Costs	$ 218.18
	THPP/THP-Plus Staff Support	$1,505.56
	Staff Development	$
Social Work	Social Work *non federal eligible costs	$
	Social Work Supervision	$
Total Youth Budget	**Maintenance, Admin. & Social Work costs Total**	$2,200.00
Base Rate	***Eligible Federal costs only**	$2,200.00
Total Program Budget **(Per Youth)**	***Add Maintenance, Admin. & additional amount above the base rate.**	$ 0.00

EXHIBIT B-4

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus)
REPORT ON ACTUAL START-UP COSTS INCURRED

Agency Name _____
Remit To Address _____

Invoice # : _____
Date of Invoice: _____

Contract Period: _____

COST CATEGORY	UNIT COST	NUMBER OF BEDS	NUMBER OF UNITS	TOTAL ACTUAL COSTS INCURRED
RENTAL DEPOSIT				$ XXXX
SECURITY DEPOSIT				$ XXXX
SET-UP COSTS OF UTILITIES				$ XXXX
FURNISHINGS				$ XXXX
BEDDING				$ XXXX
TOTAL				$ XXXX

CERTIFICATION:
I certify, under penalty of perjury, that this invoice is true in all respects.

Print Name: _____ Signature : _____ Date: _____

For Use by DCFS Program Manager Only
Approved By: (Print Name): _____ Signature _____ Date _____
Comments: _____

INVOICE FOR
TRANSITIONAL HOUSING PROGRAM - PLUS (THP-PLUS) SERVICES

Agency Name: _____ **Date:** _____

Address: _____ **Billing Month:** _____

Rate: _____

Tax Identification Number: _____

No.	THP - Plus Participants Name		State Case #	Service Start Date	Service End Date	No. of Days	Amount Billed	DCFS	PROBATION
	Last	First							
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
					TOTAL:				

(Add additional pages as needed)

CERTIFICATION:

I certify to the best of my knowledge and belief this invoice is true in all respect.

Prepared By:

Signature _____ Date _____

Print Name _____ Phone _____

Approved By:

Signature (Agency Representative) _____ Date _____

Print Name (Agency Representative) _____ Phone _____

DCFS USE

Reviewed & Approved By:

Signature (DCFS Program Manager) _____ Date _____

Print Name (DCFS Program Manager) _____ Phone _____

County of Los Angeles
Department of Children and Family Services

EXHIBIT D: ATTACHMENTS

ATTACHMENT A

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

THE RICHSTONE FAMILY CENTER
Contractor's Name

13620 Cordary Avenue, Hawthorne, CA 90250
Address

23-7373745
Internal Revenue Service Employer Identification Number

GENERAL

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

CONTRACTOR'S CERTIFICATION

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

THE RICHSTONE FAMILY CENTER
Name of Firm

ROLANDO A. RAMIREZ EXECUTIVE DIRECTOR
Print Name and Title

Rolando A. Ramirez
Authorized Signature

4/24/07
Date

ATTACHMENT B

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: NON-PROFIT
(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):_____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:

   a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.

   b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.

   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Rolando A. Ramirez — 4/24/07

AUTHORIZED SIGNATURE — DATE

ROLANDO A. RAMIREZ / EXECUTIVE DIRECTOR / THE RICHSTONE FAMILY CENTER

Name / Title / Name of Company or Organization

ATTACHMENT C-1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME THE RICHSTONE FAMILY CENTER 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, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: Rolando A. Ramirez DATE: 04/24/07

PRINTED NAME: ROLANDO A. RAMIREZ

POSITION: EXECUTIVE DIRECTOR

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name THE RICHSTONE FAMILY CENTER Contract No._____

Employee Name Rolando A. Ramirez

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Rolando A. Ramirez DATE: 04/24/07

PRINTED NAME: ROLANDO A. RAMIREZ

POSITION: EXECUTIVE DIRECTOR

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name RICHSTONE FAMILY CENTER Contract No._____

Employee Name CHERYL GOURGOURIS

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

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I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

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I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Cheryl Gourgouris DATE: 4/24/07

PRINTED NAME: CHERYL GOURGOURIS

POSITION: DIRECTOR OF PROGRAMS

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Richstone Family Center Contract No._____

Employee Name Juliette Stidd

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.

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ATTACHMENT C-2 Cont.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

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I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Juliette Stidd DATE: 4/30/07

PRINTED NAME: Juliette Stidd

POSITION: Program Director

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name RICHSTONE Contract No._____

Employee Name GINA LANSING

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:

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ATTACHMENT C-2 Cont.

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I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: 5/1/07

PRINTED NAME: GINA LANSING

POSITION: ACCOUNTANT

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name RICHSTONE FAMILY CENTER Contract No. _____

Employee Name ALLISON TANAKA

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.

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ATTACHMENT C-2 Cont.

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I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: 4 / 30 / 07

PRINTED NAME: ALLISON TANAKA

POSITION: VOLUNTEER COORDINATOR

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name RICHSTONE FAMILY CENTER Contract No. _____

Employee Name Shannon Moody

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.

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CONFIDENTIALITY AGREEMENT:

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ATTACHMENT C-2 Cont.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

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SIGNATURE: _____ DATE: 4 / 30 / 07

PRINTED NAME: Shannon Moody

POSITION: House Manager

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Richstone Family Center Contract No._____

Employee Name Doris Boyington

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:

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The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: 4/30/07

PRINTED NAME: Doris Boyington

POSITION: Chief Operating Officer

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Richstone Contract No._____

Employee Name WARNER GEYNÉ LOVEY CURRY

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Warner Geyné Lovey Curry DATE: 05 04 2007

PRINTED NAME: WARNER GEYNÉ LOVEY CURRY

POSITION: RESIDENT MANAGER

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name PICHSTONE FAMILY CENTER Contract No._____

Employee Name BESSIE MAE LEWIS

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Bessie Mae Lewis DATE: 5/2/07

PRINTED NAME: BESSIE MAE LEWIS

POSITION: RESIDENT MANAGER

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name RICHSTONE FAMILY CENTER Contract No._____

Employee Name BERTA POUNCIL

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Berta Pouncil DATE: 5/01/07

PRINTED NAME: BERTA POUNCIL

POSITION: Resident Manager

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name RICHSTONE CENTER Contract No._____

Employee Name TIMOTHY SWEENEY

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: Timothy Sweeney DATE: 5 / 8 / 07

PRINTED NAME: TIMOTHY SWEENEY

POSITION: PROGRAM MANAGER

ATTACHMENT D

CONTRACT FOR CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name THE RICHSTONE FAMILY CENTER Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT E

AUDITOR–CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR'S Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the

beginning and the end of the contract.

- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions

- Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)

- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference.

Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

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

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically

- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR'S books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR'S books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor's name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR'S assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

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

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one day of receipt. Collections of less than $500 may be held and secured and deposited weekly or when the total reaches $500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due,

small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

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

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR'S programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

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

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as prescribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

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

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of $5,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program

- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	$250,000
Less: Capital expenditures	10,000
Allocable indirect costs	240,000
Total agency-wide indirect salaries	$1,000,000
Indirect cost rate ($240,000/$1,000,000)	24%
Program direct salaries	$100,000

Program indirect costs (24% x $100,000) $24,000

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:

   - Basis of accounting (cash or accrual)
   - Fiscal year
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
   - Indirect cost rate allocation base

2. Identify the CONTRACTOR'S direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

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

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

ATTACHMENT F

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over $2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.
Note: You are encouraged to notify each employee whose wages for 2002 are less than $34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Notice 1015
(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of $791, he or she must file a 2002 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15,** Employer's Tax Guide.

Cat. No. 20599I

ATTACHMENT G

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or Subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: THE RICHSTONE FAMILY CENTER		
Company Address: 13620 Cordary Avenue, Hawthorne, CA 90250		
City:	State:	Zip Code:
Telephone Number: (310) 970-1921		
Solicitation For (Type of Goods or Services): SERVICES		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

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

- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

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

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

OR

Part II - Certification of Compliance

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

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

Print Name: ROLANDO A. RAMIREZ	Title: EXECUTIVE DIRECTOR
Signature: Rolando A. Ramirez	Date: 04/24/07

ATTACHMENT G

"Contractor Employee Jury Service"

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

Has ten or fewer employees during the contract period; and,

Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

ATTACHMENT H

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

ATTACHMENT H

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

ATTACHMENT H

Sin pena.

Sin culpa.

Sin peligro.

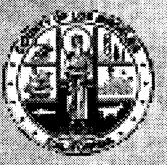
Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

ATTACHMENT H

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT I

ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: THE RICHSTONE FAMILY CENTER
CONTRACT NO.

CONTRACTOR PROGRAM DIRECTOR:

Name: CHERYL GOURGOURIS
Title: DIRECTOR OF PROGRAMS
Address: 13620 Cordary Ave.
HAWTHORNE, CA 90250
Telephone: (310) 970-1921 x 141
Facsimile: (310) 970-1011
E-Mail Address: cgourgouris@richstonefamily.org

CONTRACTOR AUTHORIZED OFFICIAL(S)

Name: ROLANDO A. RAMIREZ
Title: EXECUTIVE DIRECTOR
Address: 13620 CORDARY AVENUE
HAWTHORNE, CA 90250
Telephone: (310) 970-1921 x 102
Facsimile: (310) 970-1430
E-Mail Address: RRAMIREZ@RICHSTONEFAMILY.ORG

Name: CHERYL GOURGOURIS
Title: DIRECTOR OF PROGRAMS
Address: 13620 CORDARY AVE.
HAWTHORNE, CA 90250
Telephone: (310) 970-1921 x 141
Facsimile: (310) 970-1011
E-Mail Address: cgourgouris@richstonefamily.org

Notices to Contractor shall be sent to the following address:

Address: 13620 CORDARY AVE.
HAWTHORNE, CA 90250

ATTACHMENT J

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM DIRECTOR:

Name:	Rhelda Shabazz
Title:	Division Chief
Address:	Emancipation Services Division
	3530 Wilshire Blvd., 4th floor LA 90010
Telephone:	(213) 351-0102
Facsimile:	(213) 637-0042
E-Mail Address:	shabar@dcfs.lacounty.gov

COUNTY PROGRAM MANAGER:

Name:	Bedrae Davis
Title:	Children Services Administrator II
Address:	3530 Wilshire Blvd., 4th floor
	LA 90010
Telephone:	(213) 351-0239
Facsimile:	(213) 637-0042
E-Mail Address:	davisb@dcfs.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR:

Name:	Bedrae Davis
Title:	Children Services Administrator II
Address:	3530 Wilshire Blvd., 4th floor
	LA 90010
Telephone:	(213) 351-0239
Facsimile:	(213) 637-0042
E-Mail Address:	davisb@dcfs.lacounty.gov

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

THE RICHSTONE FAMILY CENTER
Company Name

13620 Cordary Avenue, Hawthorne, CA 90250
Address

23-7373745
Internal Revenue Service Employer Identification Number

18071
California Registry of Charitable Trusts "CT" number (if applicable)

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	(✓)	( )

Rolando A. Ramirez
Signature

4/24/05
Date

ROLANDO A. RAMIREZ EXECUTIVE DIRECTOR
Name and Title (please type or print)

AGREEMENT

CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment L.

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of

information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in this Contract.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR's internal operations.

1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment L;

(b) shall Disclose Protected Health Information to COUNTY upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY'S Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY'S compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.

2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within ten (10) business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon COUNTY'S request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are

necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within ten (10) business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR'S performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. CONTRACTOR'S obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY'S knowledge of a material breach by CONTRACTOR, COUNTY shall either:

(a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or

(b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or

(c) If neither termination or cure are feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.

(b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Attachment L.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Attachment L is contrary to any other provision of this Contract, the provision of this Attachment L shall control.

5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.

Attachment M

AMENDED IN ASSEMBLY APRIL 10, 2007

CALIFORNIA LEGISLATURE—2007–08 REGULAR SESSION

ASSEMBLY BILL No. 845

Introduced by Assembly Members Bass, Maze, and Sharon Runner

February 22, 2007

An act ~~to amend Section 1505.2 of the Health and Safety Code,~~ relating to foster ~~care facilities~~ *youth, and making an appropriation therefor.*

LEGISLATIVE COUNSEL'S DIGEST

AB 845, as amended, Bass. Foster ~~family homes.~~ *youth: transitional housing: funding.*

Existing law establishes the Aid to Families with Dependent Children-Foster Care (AFDC-FC) program, under which counties provide payments to foster care providers on behalf of qualified children in foster care. The program is funded by a combination of federal, state, and county funds, with moneys from the General Fund being continuously appropriated to pay for the state's share of AFDC-FC costs.

Existing law extends eligibility for certain transitional housing placement program services that are available to foster youth to a person less than 24 years of age who has emancipated from the foster care system in a county that has elected to participate in a transitional housing placement program for youths between 18 and 24 years of age, provided that the person has not received these services for more than a total of 24 months.

Existing law establishes the Transitional Housing for Foster Youth Fund, which is continuously appropriated for purposes of paying the

state share of the cost relating to transitional housing services for eligible emancipated foster youth.

This bill would appropriate $10,525,000 from the General Fund to the State Department of Social Services, to fund increased costs on the Transitional Housing for Foster Youth Program in the 2006–07 fiscal year, in augmentation of a specified provision of the Budget Act.

This bill would declare that it is to take effect immediately as an urgency statute.

~~Existing law provides for the licensure and regulation of community care facilities, including foster family homes, as defined.~~

~~This bill would make technical, nonsubstantive changes to these provisions.~~

Vote: ~~majority~~ *2/3*. Appropriation: ~~no~~ *yes*. Fiscal committee: ~~no~~ *yes*. State-mandated local program: no.

The people of the State of California do enact as follows:

1 *SECTION 1. The Legislature finds and declares all of the*
2 *following:*
3 *(a) The transition to young adulthood is never easy, and is*
4 *particularly difficult for the approximately 4,000 youth who "aged*
5 *out" of the foster care system each year.*
6 *(b) Many of these youth are unable to turn to their parents or*
7 *other family members for financial or emotional support.*
8 *(c) Without safe and stable housing, former foster youth are at*
9 *a higher risk for homelessness, increased rates of incarceration,*
10 *reliance on public assistance, and economic hardship. The*
11 *provision of transitional housing is an important step in*
12 *ameliorating this risk, by assisting former foster youth to reach*
13 *their potential to become productive, contributing members of*
14 *their communities.*
15 *(d) Transitional housing programs meet a critical basic safety*
16 *need for foster youth to transition successfully to adulthood.*
17 *(e) Transitional housing programs offer assistance in the*
18 *development of education and employment goals to aid youth as*
19 *they transition out of the foster care system. Without this housing*
20 *assistance, many former foster youth face insurmountable*
21 *challenges in securing the necessary education or employment*
22 *that will lead to permanent housing.*

(f) The number of current transitional housing beds is inadequate to serve the statewide need. An increase in funding in the current year would provide for the delivery of transitional housing services, which could result in more than a 350 percent increase in the number of youth served by this program. The existing Transitional Housing for Foster Youth Program budget funds 167 youth to receive transitional housing services. Additional funding could provide transitional housing for over 500 more emancipated foster youth in the current year.

SEC. 2. The sum of ten million five hundred twenty-five thousand dollars ($10,525,000) is hereby appropriated from the General Fund to the State Department of Social Services, for the purpose of funding increased costs in the Transitional Housing for Foster Youth Program in the 2006–07 fiscal year due to increased county interest in the program. This funding shall be in augmentation of Program 25.30-Children and Adult Services and Licensing of Item 5180-151-0001 of Section 2 of the Budget Act of 2006 (Ch. 47. Stats 2006).

~~SECTION 1. Section 1505.2 of the Health and Safety Code is amended to read:~~

~~1505.2. (a) A licensing agency may authorize a foster family home to provide 24-hour care for up to eight foster children, for the purpose of placing siblings or half siblings together in foster care. This authorization may be granted only if all of the following conditions are met:~~

~~(1) The foster family home is not a specialized foster care home as defined in subdivision (i) of Section 17710 of the Welfare and Institutions Code.~~

~~(2) The home is sufficient in size to accommodate the needs of all children in the home.~~

~~(3) For each child to be placed, the child's placement social worker has determined that the child's needs will be met and has documented that determination.~~

~~(b) The licensing agency may authorize a foster family home to provide 24-hour care for more than eight children only if the foster family home specializes in the care of sibling groups, that placement is solely for the purpose of placing together one sibling~~

1 ~~group that exceeds eight children, and all of the above-listed~~
2 ~~conditions are met.~~

Attachment N

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, California 95814

REASON FOR THIS TRANSMITTAL

[ ] State Law Change
[ ] Federal Law or Regulation Change
[ ] Court Order
[ ] Clarification Requested by One or More Counties
[X] Initiated by CDSS

ERRATUM

April 16, 2007

ALL COUNTY INFORMATION NOTICE: I-07-07E

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY FISCAL OFFICERS
ALL CHIEF PROBATION OFFICERS
ALL INDEPENDENT LIVING PROGRAM MANAGERS
ALL INDEPENDENT LIVING PROGRAM COORDINATORS
ALL TRANSITIONAL HOUSING COORDINATORS

SUBJECT: CORRECTION TO ALL COUNTY INFORMATION NOTICE NO. I-07-07, DATED MARCH 1, 2007

- Pages One and Two – Assembly Bill (AB) 713 is an incorrect bill number; the correct number is AB 845.
- Attachment One, entitled "THP-Plus FY 06/07 Start Up Costs and Allocation Amounts" lists the total number of beds as 397; the actual number of beds is 870.

If you have any questions, please contact the Independent Living Program Policy Unit at (916) 651-7465.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, California 95814

March 1, 2007

REASON FOR THIS TRANSMITTAL

[ ] State Law Change
[ ] Federal Law or Regulation Change
[ ] Court Order
[ ] Clarification Requested by One or More Counties
[X] Initiated by CDSS

ALL COUNTY INFORMATION NOTICE NO. I-07-07

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY WELFARE FISCAL OFFICERS
ALL CHIEF PROBATION OFFICERS
ALL INDEPENDENT LIVING PROGRAM MANAGERS
ALL INDEPENDENT LIVING PROGRAM COORDINATORS
ALL COUNTY TRANSITIONAL HOUSING COORDINATORS

SUBJECT: STATE FISCAL YEAR (SFY) 2006/2007 MID-YEAR COUNTY PLANNING ALLOCATION FOR THE TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) AND TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS)

REFERENCE: Assembly Bill (AB) 427 (Chapter 125, Statutes of 2001);
AB 1119 (Chapter 639, Statutes of 2002);
AB 824 (Chapter 636, Statutes of 2005);
AB 1808 (Chapter 75, Statutes of 2006);
All County Information Notice (ACIN) I-88-06, dated November 20, 2006;
All County Letter (ACL) No. 06-38, dated September 8, 2006;
County Fiscal Letter (CFL) 04/05-54, dated June 17, 2005

Pursuant to AB 713 (2007), legislation sponsored by the Administration, this ACIN is being issued in anticipation of a potential mid-year augmentation to Fiscal Year (FY) 2006/2007 for the THPP and THP-Plus allocations. This augmentation is contingent upon the enactment of this bill and legislative approval of a corresponding appropriation. Counties will be notified if legislation is chaptered and the funding is made available.

BACKGROUND

The THPP is a Community Care Licensed (CCL) placement opportunity for youth ages 16 -18 that are currently living in a foster care placement. The THP-Plus is a certified placement opportunity for youth ages 18 - 24, who have emancipated from the foster care system.

Effective July 1, 2006, the California Department of Social Services (CDSS) allocated a total of $6.9 million to both the THPP and THP-Plus programs. Seventeen counties have received approval of their program plans for FY 2006/2007. Of the seventeen approved counties, five counties received specified allocation amounts based on the number of beds requested. The THPP funds were available to counties on a "first come, first served" basis. The ACL 06/38, dated September 8, 2006, provides allocation information about the initial funding.

AUGMENTATION

In an effort to further expand the number of emancipating youth served, a mid-year augmentation of $11.9 million State General Fund (SGF) is proposed for the THPP and THP-Plus programs for FY 2006/2007. Contingent upon the enactment of AB 713, the THP-Plus is expected to receive $10.6 million and THPP is expected to receive $1.3 million of the proposed augmentation. The total allocation for FY 2006/2007 including the initial $6.9 million and proposed mid-year augmentation is $18.9 million SGF for both programs.

THP-PLUS

The mid-year augmentation for THP-Plus would be distributed to the twelve counties that did not receive the initial allocation for FY 2006/2007. Counties who requested their implementation dates be moved from FY 2007/2008 to FY 2006/2007 would also receive funding from the augmentation and would be given conditional approval to begin immediate operation of the program pending notification of final approval.

Start-up Costs

In order to assist counties in the development and expansion of their THP-Plus program, start-up costs would be provided to all participating counties. Welfare and Institutions Code (W&IC) Section 16522.1(h) provides the authority to allocate funds to assist providers with the following start-up costs:

- Rental and security deposits;
- Set up of utilities, telephone and rent;
- Savings accounts; and,
- Furnishings and bedding.

Funding for these costs would be distributed to those counties with approved THP-Plus programs in FY 2006/2007. In addition, counties who will be implementing programs in FY 2007/2008 would also receive funding for these costs and would be granted conditional approval authorizing expenditure of these funds for new providers who are implementing programs in FY 2007/2008.

THPP

The THPP funds will continue to be available on a "first come, first served" basis. Start-up costs will not be available for this program.

Any THPP or THP-Plus allocations that are not spent in the current year will not be rolled over to FY 2007/2008. Therefore, counties are advised to carefully plan how to expend all of their FY 2006/2007 allocation.

Attachment 1 provides information regarding the augmentation, including the distribution of start-up costs.

PROVIDER PLANS

Interest in the THPP and THP-Plus programs has increased and the number of counties participating is rapidly expanding. The ACIN I-88-06 required counties to submit both county and provider plans. This requirement is still in effect. However, because of the rapid growth of both programs, CDSS is transferring the responsibility of approving provider plans to counties effective immediately. The CDSS will continue to request the approved provider plans in order to collect specific information.

A sample provider checklist, budget worksheet, and approval letters are attached to assist counties in developing their own processes for the review and approval of provider plans (See Attachments 2-5). The THPP counties must ensure that the elements required for licensing THPP and certifying THP-Plus providers, as outlined in W&IC and the Manual of Policies and Procedures, Division 30, are adhered to. Other resources that may be used to assist counties with their review of the provider plans are:

- Transitional Housing Placement Program (THPP) County and Provider Plan Guidelines (see ACIN I-88-06);
- A Guide to Implementing THP-Plus, which is available on the John Burton Foundation website at: www.johnburtonfoundation.org.

PROVIDER NUMBERS

THP-Plus is funded with state-only funds and, therefore, does not require issuance of provider numbers. However, since THPP receives federal funding, provider numbers will still be required for this program.

Information regarding these programs is also available at: www.childsworld.ca.gov.

Fiscal or claiming questions should be e-mailed to: assistance.claims@dss.ca.gov. For any program questions, please contact your assigned Transitional Housing Coordinator in the Independent Living Program Policy Unit at (916) 651-7465.

Sincerely,

Original Document Signed By:

MARY L. AULT
Deputy Director
Children and Family Services Division

Attachments

c: CWDA

Attachment #1					
THP-Plus FY 06-07 Start Up Costs and Allocation Amounts					
COUNTY	**Beds**	**Initial Allocation**	**Augmentation****	**Start Up Costs**	**Grand Total**
Alameda	**150	$1,368,000	$882,000	$161,089	$2,411,089
Butte*	0	$0	$0	$20,871	$20,871
Calaveras*	0	$0	$0	$32,000	$32,000
Contra Costa	**51	$1,440,000	$0	$0	$1,440,000
Del Norte*	0	$0	$0	$13,000	$13,000
El Dorado	5	$0	$88,020	$20,871	$108,891
Fresno	20	$0	$318,480	$75,000	$393,480
Glenn*	0	$0	0	$13,000	$13,000
Humboldt*	0	$0	$0	$13,000	$13,000
Inyo*	0	$0	$0	$13,000	$13,000
Kern	50	$0	$450,000	$125,575	$575,575
Lassen	5	$0	$90,000	$10,000	$100,000
Los Angeles	100	$0	$1,518,000	$357,492	$1,875,492
Madera*	0	$0	$0	$10,000	$10,000
Marin*	0	$0	$0	$12,000	$12,000
Mendocino	12	$0	$172,800	$24,000	$196,800
Merced*	0	$0	$0	$21,215	$21,215
Monterey*	0	$0	$0	$36,000	$36,000
Napa	12	$0	$276,552	$24,000	$300,552
Nevada*	0	$0	$0	$13,000	$13,000
Orange*	0	$0	$0	$143,148	$143,148
Placer	10	$0	$168,000	$20,871	$188,871
Plumas	2	$0	$37,200	$5,000	$42,200
Riverside*	0	$0	$0	$40,000	$40,000
Sacramento*	0	$0	$0	$143,148	$143,148
San Bernardino	45	$0	$548,683	$90,000	$638,683
San Diego	**100	$690,720	$534,306	$256,100	$1,481,126
San Francisco	**111	$837,000	$643,566	$330,970	$1,811,536
San Joaquin*	0	$0	$0	$30,000	$30,000
San Luis Obispo*	0	$0	$0	$18,000	$18,000
San Mateo	**61	$160,056	$1,156,356	$153,148	$1,469,560
Santa Barbara	0	$0	$0	$21,215	$21,215
Santa Clara	80	$0	$864,000	$176,498	$1,040,498
Santa Cruz	10	$0	$82,890	$20,871	$103,761
Shasta*	0	$0	$0	$15,000	$15,000
Siskiyou*	0	$0	$0	$32,000	$32,000
Solano	20	$0	$282,720	$40,000	$322,720
Sonoma*	0	$0	$0	$40,000	$40,000
Stanislaus	20	$0	$60,000	$40,000	$100,000
Sutter*	0	$0	$0	$20,870	$20,870
Trinity*	0	$0	$0	$17,000	$17,000
Tulare*	0	$0	$0	$21,215	$21,215
Tuolumne*	6	$0	$65,484	$15,000	$80,484
Ventura*	0	$0	$0	$13,000	$13,000
Yolo*	0	$0	$0	$13,000	$13,000
Yuba*	0	$0	$0	$13,000	$13,000
TOTAL	**397**	**$4,495,776**	**$8,239,057**	**$2,724,167**	**$15,459,000**

*Denotes new counties conditionally approved 2007/2008
**Five counties that received an initial allocation are receiving additional augmentation amounts due to requests to increase the number of available beds .

Attachment 2

SPECIFIC ELEMENTS REQUIRED FOR THP-PLUS PROVIDER PLANS

☐ **Approved** ☐ **Not Approved** ☐ **Pending**
(Missing/corrected # ____)

Approved Rate $_____ Date _____ Ltr. Sent out _____

PROVIDER PLAN REQUIREMENTS

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

- ☐ The program will **only serve eligible tenants** as defined in MPP Section 30-900.13.
- ☐ The program shall not **discriminate** on the basis of race, gender, sexual orientation, or disability and that (Welfare and Institutions Code Section 16522.1(a)(1)) 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.

AGENCY TILP REQUIREMENTS

☐ The agency shall, with the assistance of a county designee, **assist each tenant** to complete the STEP/THP-Plus TILP form designed by the Department.
☐ The **program describes** how it will assist tenants to live independently and to accomplish the goals described in their STEP/THP-Plus TILP.
☐ The STEP/THP-Plus TILP is updated at **least annually** and as needed to reflect necessary changes.

AGENCY PROGRAM REQUIREMENTS

☐ Tenants shall be allowed the greatest amount of **freedom** possible in order to prepare them for self-sufficiency.
☐ The housing has reasonable **transportation** access to schools, employment appropriate supportive services, shopping and medical care.
☐ **Criminal** record clearances shall be required for all agency employees.
☐ Programs shall comply with applicable federal, state, and local housing laws and **fire clearance** requirements.
☐ No more than two tenants share a **bedroom**.
☐ Tenants 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); the right to a grievance procedure.
☐ Tenant's 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.
☐ Tenants' 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.

- ☐ The functions of **property management and service provider** will not be blended. The program plan shall clearly define the roles and responsibilities of each part of the organization.
- ☐ 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.)
- ☐ If **medical services** are needed by tenants, 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.
- ☐ Tenants are given a **choice regarding what services** to access and the location of the services (on-site or offsite), as long as the goals of the STEP/THP-Plus TILP are being met.
- ☐ The THP-Plus program is clearly distinguishable from those that are required to be licensed as an **Adult Residential Care** facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- ☐ Applicable provisions of **Welfare and Institutions Code Section 16522.1** are incorporated.
- ☐ A description of the **tenant application process** and the selection criteria are included.
- ☐ Any **tenant funds** retained by the provider on behalf of the tenant shall be deposited in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the program or earlier if permitted by the THP-Plus program guidelines.

☐ Participant Budget Worksheet

☐ THP-Plus Rate information

- ☐ Pursuant to Welfare and Institutions Code Section 11403(a)(2), the per tenant monthly rate may not exceed **70%** of the average AFDC-FC payment the county pays to group homes for foster youth 16 to 18 years of age, contingent upon the following conditions:
- ☐ Funding shall be subject to the sharing ratios specified in Welfare and Institutions Code Section **15200**.
- ☐ The **state portion of the rate** shall be subject to the availability of the Transitional Housing for Foster Youth Fund.
- ☐ If the Transitional Housing for Foster Youth Fund is **depleted**, the county shall pay the state share of the rate in addition to the county share.

Attachment 3

THPP/THP-Plus Estimated Cost per Month per Participant Budget

Agency Name_____ Agency phone _____
County Email_____ Agency Email_____

Maintenance Costs		Monthly Expenses
Youth Allowance	Transportation	$
	Food, Cleaning Supplies	$
	Recreation	$
	Clothing	$
	Allowance/Savings/Emancipation Fund	$
	Telephone	$
	Miscellaneous	$
	Subtotal	$
Housing Expenses	Utilities (trash, electricity, etc.)	$
	Rent	$
	Total	$
Admin. Costs	Administrative Costs	$
	THPP/THP-Plus Staff Support	$
	Staff Development	$
Social Work	Social Work *non federal eligible costs	$
	Social Work Supervision	$
Total Youth Budget	Maintenance, Admin. & Social Work costs Total	$
Base Rate	*Eligible Federal costs only	$2,100
Total Program Budget (Per Youth)	*Add Maintenance, Admin. & additional amount above the base rate.	

Attachment 2

(Date)

(Name)
(Address)

Dear (Name):

The purpose of this letter is to grant approval of the Transitional Housing Placement Program (THPP) provider plan. We are delighted to assist you in your endeavors to provide independent living experiences through the THPP for your foster/probation youth.

(**Provider Name**) THPP rate is $.00 per month per participant. This rate has been approved by the CDSS effective (**date**).

As you may know, rates established for group homes, foster family agencies and THPPs have a non-federally eligible social work portion that cannot be claimed for federal Title IV-E reimbursement (State/County only funds). Accordingly, we will also need a copy of your budget, indicating the social work/social work supervision costs, in order to determine the non-federally reimbursable amount. This percentage must be claimed as the non-federal/state-only portion of the rate for all THPP participants. A copy of the Budget Worksheet is enclosed for your convenience. Once the form has been completed, please submit two copies to your transitional housing/ILP coordinator. One copy will be forwarded to the Independent Living Program (ILP) Policy Unit for maintenance in the county's THPP file.

The California Department of Social Services (CDSS) issues provider numbers that are a program requirement. Without this number, county claims for state and federal reimbursement cannot be properly processed. Once the CDSS reviews your Budget Worksheet for completeness it will provide that number to the county.

Sincerely,

Enclosure

Attachment 5

(Date)

(Name & Title)
(Name of Agency)
(Address)
(City, State, Zip)

Dear (**Name**):

This letter is to notify you that the Transitional Housing Program-Plus (THP-Plus) plan has been reviewed and is approved effective (date). The approval rate is $0.00

Sincerely,

c: (**Program Consultant)**

SAMPLE

ATTACHMENT O

ACKNOWLEDGEMENT FORM

This is to certify, on behalf of The Richstone Family Center, that we have read and understand the THP-Plus contract, and the implications for **payments** of Start-up-Costs, and services rendered. These **payments** are contingent upon the passage of Assembly Bill 845 (2007) and approval of the corresponding appropriation, as stated in the THP-Plus Contract, Part I: Unique Terms and Conditions, Section 2.0 Funding for the Contract, Section 5.0 Contract Sum, Section 8.0 Invoices and Payments, and Section 9.0 Contractor's Work.

ROLANDO A. RAMIREZ Print Name	EXECUTIVE DIRECTOR Title
Rolando A. Ramirez Authorized Signature	May 8, 2007 Date
CHERYL GOURGOURIS Print Name	DIRECTOR OF PROGRAMS Title
Cheryl Gourgouris Authorized Signature	May 8, 2007 Date
Print Name	Title
Authorized Signature	Date

EXHIBIT E

SEMI-ANNUAL EXPENDITURE REPORT

Transitional Housing Program – Plus (THP-Plus)
Semi-Annual Expenditure Report
(For Los Angeles County DCFS)

Agency:
Address:
Contract Person:
Phone #:
Contract Number:

Report Period:
Number of L.A. County THP-Plus Participants
Number of Living Beds:
Number of L.A. County THP-Plus Participant Days in Period:

REVENUE AND EXPENDITURE SUMMARY		
	Total for 6 Months	Year-To-Date
A. Total THP-Plus Revenues	**$**	**$**
B. Allowable Contract Expenditures (Allowable Expenditures for the care and services of placed Los Angeles County THP-Plus participants allocated in accordance with requirements contained in Section 10.1 and 10.2 of the Contract. Expenditures should be reported within the 34 cost categories listed below. Except for the requirements of allocation of costs which is described in Section 10.1 and 10.2, Contractor shall use the Instructions in Exhibit E to complete this report.)		
1. Administrative Payroll (Total)		
a. Executive Director's Salary		
b. Assistant Director's Salary		
c. Administrator Salary		
d. Other Administrative Salaries		
2. Recruitment Payroll		
3. Training Payroll		
4. Administrative Contracts		
5. Telephone and Telegraph		
6. Postage and Freight		
7. Office Supplies		
8. Conferences, Meetings, In-Service Training		
9. Memberships, Subscriptions and Dues		
10. Printing and Publications		
11. Bonding, Contractually Required Insurance Premiums		
12. Advertising		
13. Miscellaneous		
14. Building and Equipment Payroll		
15. Building Rents and Leases		
16. Principal and Interest on Agency Mortgages		
17. Property Appraisal Fees		
18. Property Taxes		
19. Equipment and Property Insurance (not included in 10 above)		
20. Utilities		
21. Building Maintenance		

22. Building and Equipment Contracts		
23. Building and Equipment Supplies		
24. Equipment Leases		
25. Depreciation Expense		
26. Non-Depreciable Equipment		
27. Building and Equipment Miscellaneous		
28. Vehicle Leases		
29. Vehicle Depreciation		
30. Vehicle Operating Costs		
31. Total Paid to Contractor		
32. Other Child Related Costs (Not Provided by THP-Plus)		
33. Social Worker Payroll		
34. Social Worker Contracts		
35. **Total Allowable Contract Expenditures**	**$**	**$**
C. Total Un-Expended THP-Plus Funds from Current Contract (Total THP-Plus Revenues received from COUNTY (Section A) less Total Allowable Contract Expenditures (Section B, Line 35)) [See Agreement, Section 10.4]	**$**	**$**
D. Total Un-Expended THP-Plus Funds Received from COUNTY from January 1, 2007 through the expiration date of the most recently completed contract term.		**$**
E. Total Accumulated Un-Expended THP-Plus Funds (Add Un-Expended funds from current Agreement and Un-Expended funds from previous COUNTY THP-Plus contracts)		**$**

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to Agency accounting records, and that all THP-Plus monies received for the purposes of this program were spent in accordance with the contract program requirements, the agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature	Date

Rev. 4-05

Department of Children and Family Services
Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus)
Semi-Annual Expenditure Report

INSTRUCTIONS FOR COMPLETING SEMI-ANNUAL EXPENDITURE REPORT

The following are the instructions for completing the Department of Children and Family Services (DCFS) Semi-Annual Expenditure Report.

Instructions:

Provide identifying information by entering the agency's name, address, contact person's name and phone number, and reporting period.

For the Revenue and Expenditure Summary, revenues and expenditures should be reported based on actual revenue received and actual costs incurred during the reporting period. Year-to-date expenditures should reflect the reporting period of July 1 to June 30. The following is an explanation for completing each revenue and expenditure line item.

A. Revenues

THP-Plus Revenues:
Report the total of all THP-Plus payments received for children placed by Los Angeles County. Do not include monies received for child clothing or any other non-THP-Plus funds received.

B. Expenditures

For each line item cost, enter total program expenditures that were incurred during the reporting 6-month period and cumulative year-to-date related to the care and services of placed Los Angeles County THP-Plus participants, allocated in accordance with requirements contained in Sections 10.1 and 10.2 of the Contract. If a cost item is shared among two or more programs, enter only the amount charged to the Los Angeles County THP-Plus program.

1. **Administration Payroll:**
   Report all payroll costs for executive and administrative staff. Include all payroll, payroll taxes and employee benefits as applicable.

2. **Recruitment Payroll:**
   Report all payroll costs for recruitment staff.

3. **Training Payroll:**
   Report all payroll costs for training staff.

4. **Administrative Contracts:**
   Legal, consulting or other contract fees related to the program.

5. **Telephone and Telegraph:**
   Report all costs related to telephone and telegraph.

6. **Postage and Freight:**
   Report all costs related to postage, mailings, and shipping.

7. **Office Supplies:**
   Report all costs incurred for office supplies.

8. **Conferences, Meetings, In-Service Training:**
   Report all costs, including travel and per-diem, related to conferences meetings, and training.

9. **Memberships, Subscriptions and Dues:**
   Report all costs incurred for memberships, subscriptions, and dues.

10. **Printing and Publications:**
    Report all costs incurred for printing and publications.

11. **Bonding, General Insurance:**
    Report all costs incurred for bonding and general liability insurance.

12. **Advertising:**
    Report all costs incurred for advertising.

13. **Miscellaneous:**
    Report all other costs that are not included in any other specifically identified line items.

14. **Building and Equipment Payroll:**
    Report all program building and equipment payroll costs. Include all payroll, payroll taxes and employee benefits as applicable.

15. **Building Rents and Leases:**
    Report all costs incurred for rents or leases of buildings.

16. **Acquisition Mortgage Principal and Interest:**
    Report all costs related to acquisition mortgage principal and interest.

17. **Property Appraisal Fees:**
    Report all costs incurred for property appraisal fees.

18. **Property Taxes:**
    Report all costs incurred for payment of property taxes.

19. **Building and Equipment Insurance:**
    Report all costs incurred for building and equipment property insurance.

20. **Utilities:**
    Report all costs incurred for electricity, gas, water, sewer, and garbage.

21. **Building Maintenance:**
Report all building maintenance costs related to the program.

22. **Building and Equipment Contracts:**
Report building equipment payroll, payroll taxes and employee benefits and any other cost of building and equipment contracts.

23. **Building and Equipment Supplies:**
Report all building and equipment supply costs.

24. **Equipment Leases:**
Report all costs incurred for equipment leases.

25. **Equipment Depreciation Expense:**
Report all depreciation expense related to equipment.

26. **Expendable Equipment:**
Report all costs incurred for purchases of expendable (non-capitalized) equipment.

27. **Building and Equipment Miscellaneous:**
Report miscellaneous building and equipment costs not previously identified.

28. **Vehicle Leases:**
Report all costs related to vehicle leases.

29. **Vehicle Depreciation:**
Report all depreciation expense related to vehicles.

30. **Vehicle Operating Costs:**
Report all vehicle operating and maintenance costs.

31. **Total Paid to Contractor:**
Report all payments made to Provider.

32. **Other Child Related Costs (Not Provided by THP-Plus):**
Report all other child related costs incurred by the Agency. Do not include payments made to Provider. (reported in line 31).

33. **Social Worker Payroll:**
Report all payroll costs for Agency employed social workers.

34. **Social Worker Contracts:**
Report all costs for contracted social workers.

35. **Total Allowable Contract Expenditures:**
The total of allowable contract expenditures related to the care and services of placed Los Angeles County THP-Plus participants reported by the Agency in Section B, Lines 1 through 34.

C. Total Un-Expended THP-Plus Funds from Current Contract:
The difference between Total Los Angeles County THP-Plus Revenues (Section A) and Total Allowable Contract Expenditures (Section B, Line 35)

D. Total Un-Expended THP-Plus Funds Received from County Under Previous FFA Contracts
The difference between the total THP-Plus Revenues received under previous THP-Plus contracts with Los Angeles County and the total allowable contract expenditures made for the care and services of placed Los Angeles County THP-Plus participants under those previous THP-Plus contracts.

E. Total Accumulated Un-Expended THP-Plus Funds
The total of Sections C and D.

Agency Certification

Upon completing the Semi-Annual Expenditure Report, the Executive Director must sign and date the report at the bottom of Page 2. By signing this form, the Executive Director is certifying under penalty of perjury that all information contained in the report is correct, that the amounts are traceable to agency accounting records, and that all Los Angeles County THP-Plus program funds were spent in accordance with County, State and Federal laws. The report must be submitted by the 60th calendar day after the end of the reporting period to:

DCFS
Accounting Division – Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020.

Attachment C

PINK

76R 352M 11/83

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. No. 350

DEPARTMENT OF **Children and Family Services** 2007

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2006-2007

4 - VOTES

SOURCES		**USES**	
DEPARTMENT OF CHILDREN AND FAMILY SERVICES		DEPARTMENT OF CHILDREN AND FAMILY SERVICES	
A01-CH-26200-88-8727		A01-CH-26200-2000	
State-Pub Assist-Admin	$335,000.00	Services and Supplies	$335,000.00
Increase Revenue		Increase Appropriation	

JUSTIFICATION

This appropriation and revenue adjustment is to reflect the Transitional Housing Program for Emancipated Foster/Probation Youth (THP - Plus) funding for FY 06-07. There is no net County cost (NCC) impact.

PATRICIA S. PLOEHN, LCSW, Director

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR – ACTION

✓ RECOMMENDATION

AUDITOR-CONTROLLER BY

NO. 243 MAY 7 2007

APPROVED AS REQUESTED AS REVISED

20

CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED): BOARD OF SUPERVISORS 20

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

Attachment D

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, California 95814

REASON FOR THIS TRANSMITTAL

[ ] State Law Change
[ ] Federal Law or Regulation Change
[ ] Court Order
[ ] Clarification Requested by One or More Counties
[X] Initiated by CDSS

ERRATUM

April 16, 2007

ALL COUNTY INFORMATION NOTICE: I-07-07E

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY FISCAL OFFICERS
ALL CHIEF PROBATION OFFICERS
ALL INDEPENDENT LIVING PROGRAM MANAGERS
ALL INDEPENDENT LIVING PROGRAM COORDINATORS
ALL TRANSITIONAL HOUSING COORDINATORS

SUBJECT: CORRECTION TO ALL COUNTY INFORMATION NOTICE NO. I-07-07, DATED MARCH 1, 2007

- Pages One and Two – Assembly Bill (AB) 713 is an incorrect bill number; the correct number is AB 845.
- Attachment One, entitled "THP-Plus FY 06/07 Start Up Costs and Allocation Amounts" lists the total number of beds as 397; the actual number of beds is 870.

If you have any questions, please contact the Independent Living Program Policy Unit at (916) 651-7465.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, California 95814

March 1, 2007

REASON FOR THIS TRANSMITTAL
[ ] State Law Change
[ ] Federal Law or Regulation Change
[ ] Court Order
[ ] Clarification Requested by One or More Counties
[X] Initiated by CDSS

ALL COUNTY INFORMATION NOTICE NO. I-07-07

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY WELFARE FISCAL OFFICERS
ALL CHIEF PROBATION OFFICERS
ALL INDEPENDENT LIVING PROGRAM MANAGERS
ALL INDEPENDENT LIVING PROGRAM COORDINATORS
ALL COUNTY TRANSITIONAL HOUSING COORDINATORS

SUBJECT: STATE FISCAL YEAR (SFY) 2006/2007 MID-YEAR COUNTY PLANNING ALLOCATION FOR THE TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) AND TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS)

REFERENCE: Assembly Bill (AB) 427 (Chapter 125, Statutes of 2001);
AB 1119 (Chapter 639, Statutes of 2002);
AB 824 (Chapter 636, Statutes of 2005);
AB 1808 (Chapter 75, Statutes of 2006);
All County Information Notice (ACIN) I-88-06, dated November 20, 2006;
All County Letter (ACL) No. 06-38, dated September 8, 2006;
County Fiscal Letter (CFL) 04/05-54, dated June 17, 2005

Pursuant to AB 713 (2007), legislation sponsored by the Administration, this ACIN is being issued in anticipation of a potential mid-year augmentation to Fiscal Year (FY) 2006/2007 for the THPP and THP-Plus allocations. This augmentation is contingent upon the enactment of this bill and legislative approval of a corresponding appropriation. Counties will be notified if legislation is chaptered and the funding is made available.

BACKGROUND

The THPP is a Community Care Licensed (CCL) placement opportunity for youth ages 16 -18 that are currently living in a foster care placement. The THP-Plus is a certified placement opportunity for youth ages 18 - 24, who have emancipated from the foster care system.

Effective July 1, 2006, the California Department of Social Services (CDSS) allocated a total of $6.9 million to both the THPP and THP-Plus programs. Seventeen counties have received approval of their program plans for FY 2006/2007. Of the seventeen approved counties, five counties received specified allocation amounts based on the number of beds requested. The THPP funds were available to counties on a "first come, first served" basis. The ACL 06/38, dated September 8, 2006, provides allocation information about the initial funding.

AUGMENTATION

In an effort to further expand the number of emancipating youth served, a mid-year augmentation of $11.9 million State General Fund (SGF) is proposed for the THPP and THP-Plus programs for FY 2006/2007. Contingent upon the enactment of AB 713, the THP-Plus is expected to receive $10.6 million and THPP is expected to receive $1.3 million of the proposed augmentation. The total allocation for FY 2006/2007 including the initial $6.9 million and proposed mid-year augmentation is $18.9 million SGF for both programs.

THP-PLUS

The mid-year augmentation for THP-Plus would be distributed to the twelve counties that did not receive the initial allocation for FY 2006/2007. Counties who requested their implementation dates be moved from FY 2007/2008 to FY 2006/2007 would also receive funding from the augmentation and would be given conditional approval to begin immediate operation of the program pending notification of final approval.

Start-up Costs

In order to assist counties in the development and expansion of their THP-Plus program, start-up costs would be provided to all participating counties. Welfare and Institutions Code (W&IC) Section 16522.1(h) provides the authority to allocate funds to assist providers with the following start-up costs:

- Rental and security deposits;
- Set up of utilities, telephone and rent;
- Savings accounts; and,
- Furnishings and bedding.

Funding for these costs would be distributed to those counties with approved THP-Plus programs in FY 2006/2007. In addition, counties who will be implementing programs in FY 2007/2008 would also receive funding for these costs and would be granted conditional approval authorizing expenditure of these funds for new providers who are implementing programs in FY 2007/2008.

THPP

The THPP funds will continue to be available on a "first come, first served" basis. Start-up costs will not be available for this program.

Any THPP or THP-Plus allocations that are not spent in the current year will not be rolled over to FY 2007/2008. Therefore, counties are advised to carefully plan how to expend all of their FY 2006/2007 allocation.

Attachment 1 provides information regarding the augmentation, including the distribution of start-up costs.

PROVIDER PLANS

Interest in the THPP and THP-Plus programs has increased and the number of counties participating is rapidly expanding. The ACIN I-88-06 required counties to submit both county and provider plans. This requirement is still in effect. However, because of the rapid growth of both programs, CDSS is transferring the responsibility of approving provider plans to counties effective immediately. The CDSS will continue to request the approved provider plans in order to collect specific information.

A sample provider checklist, budget worksheet, and approval letters are attached to assist counties in developing their own processes for the review and approval of provider plans (See Attachments 2-5). The THPP counties must ensure that the elements required for licensing THPP and certifying THP-Plus providers, as outlined in W&IC and the Manual of Policies and Procedures, Division 30, are adhered to. Other resources that may be used to assist counties with their review of the provider plans are:

- Transitional Housing Placement Program (THPP) County and Provider Plan Guidelines (see ACIN I-88-06);
- A Guide to Implementing THP-Plus, which is available on the John Burton Foundation website at: www.johnburtonfoundation.org.

PROVIDER NUMBERS

THP-Plus is funded with state-only funds and, therefore, does not require issuance of provider numbers. However, since THPP receives federal funding, provider numbers will still be required for this program.

Information regarding these programs is also available at: www.childsworld.ca.gov.

Fiscal or claiming questions should be e-mailed to: assistance.claims@dss.ca.gov. For any program questions, please contact your assigned Transitional Housing Coordinator in the Independent Living Program Policy Unit at (916) 651-7465.

Sincerely,

Original Document Signed By:

MARY L. AULT
Deputy Director
Children and Family Services Division

Attachments

c: CWDA

Attachment #1					
THP-Plus FY 06-07 Start Up Costs and Allocation Amounts					
COUNTY	**Beds**	**Initial Allocation**	**Augmentation****	**Start Up Costs**	**Grand Total**
Alameda	**150	$1,368,000	$882,000	$161,089	$2,411,089
Butte*	0	$0	$0	$20,871	$20,871
Calaveras*	0	$0	$0	$32,000	$32,000
Contra Costa	**51	$1,440,000	$0	$0	$1,440,000
Del Norte*	0	$0	$0	$13,000	$13,000
El Dorado	5	$0	$88,020	$20,871	$108,891
Fresno	20	$0	$318,480	$75,000	$393,480
Glenn*	0	$0	0	$13,000	$13,000
Humboldt*	0	$0	$0	$13,000	$13,000
Inyo*	0	$0	$0	$13,000	$13,000
Kern	50	$0	$450,000	$125,575	$575,575
Lassen	5	$0	$90,000	$10,000	$100,000
Los Angeles	100	$0	$1,518,000	$357,492	$1,875,492
Madera*	0	$0	$0	$10,000	$10,000
Marin*	0	$0	$0	$12,000	$12,000
Mendocino	12	$0	$172,800	$24,000	$196,800
Merced*	0	$0	$0	$21,215	$21,215
Monterey*	0	$0	$0	$36,000	$36,000
Napa	12	$0	$276,552	$24,000	$300,552
Nevada*	0	$0	$0	$13,000	$13,000
Orange*	0	$0	$0	$143,148	$143,148
Placer	10	$0	$168,000	$20,871	$188,871
Plumas	2	$0	$37,200	$5,000	$42,200
Riverside*	0	$0	$0	$40,000	$40,000
Sacramento*	0	$0	$0	$143,148	$143,148
San Bernardino	45	$0	$548,683	$90,000	$638,683
San Diego	**100	$690,720	$534,306	$256,100	$1,481,126
San Francisco	**111	$837,000	$643,566	$330,970	$1,811,536
San Joaquin*	0	$0	$0	$30,000	$30,000
San Luis Obispo*	0	$0	$0	$18,000	$18,000
San Mateo	**61	$160,056	$1,156,356	$153,148	$1,469,560
Santa Barbara	0	$0	$0	$21,215	$21,215
Santa Clara	80	$0	$864,000	$176,498	$1,040,498
Santa Cruz	10	$0	$82,890	$20,871	$103,761
Shasta*	0	$0	$0	$15,000	$15,000
Siskiyou*	0	$0	$0	$32,000	$32,000
Solano	20	$0	$282,720	$40,000	$322,720
Sonoma*	0	$0	$0	$40,000	$40,000
Stanislaus	20	$0	$60,000	$40,000	$100,000
Sutter*	0	$0	$0	$20,870	$20,870
Trinity*	0	$0	$0	$17,000	$17,000
Tulare*	0	$0	$0	$21,215	$21,215
Tuolumne*	6	$0	$65,484	$15,000	$80,484
Ventura*	0	$0	$0	$13,000	$13,000
Yolo*	0	$0	$0	$13,000	$13,000
Yuba*	0	$0	$0	$13,000	$13,000
TOTAL	**397**	**$4,495,776**	**$8,239,057**	**$2,724,167**	**$15,459,000**

*Denotes new counties conditionally approved 2007/2008
**Five counties that received an initial allocation are receiving additional augmentation amounts due to requests to increase the number of available beds .

Attachment 2

SPECIFIC ELEMENTS REQUIRED FOR THP-PLUS PROVIDER PLANS

☐ **Approved** ☐ **Not Approved** ☐ **Pending**
(Missing/corrected # ____)

Approved Rate $_____ Date _____ Ltr. Sent out _____

PROVIDER PLAN REQUIREMENTS

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

- ☐ The program will **only serve eligible tenants** as defined in MPP Section 30-900.13.
- ☐ The program shall not **discriminate** on the basis of race, gender, sexual orientation, or disability and that (Welfare and Institutions Code Section 16522.1(a)(1)) 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.

AGENCY TILP REQUIREMENTS

☐ The agency shall, with the assistance of a county designee, **assist each tenant** to complete the STEP/THP-Plus TILP form designed by the Department.
☐ The **program describes** how it will assist tenants to live independently and to accomplish the goals described in their STEP/THP-Plus TILP.
☐ The STEP/THP-Plus TILP is updated at **least annually** and as needed to reflect necessary changes.

AGENCY PROGRAM REQUIREMENTS

☐ Tenants shall be allowed the greatest amount of **freedom** possible in order to prepare them for self-sufficiency.
☐ The housing has reasonable **transportation** access to schools, employment appropriate supportive services, shopping and medical care.
☐ **Criminal** record clearances shall be required for all agency employees.
☐ Programs shall comply with applicable federal, state, and local housing laws and **fire clearance** requirements.
☐ No more than two tenants share a **bedroom**.
☐ Tenants 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); the right to a grievance procedure.
☐ Tenant's 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.
☐ Tenants' 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

Sample

be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.

- ☐ The functions of **property management and service provider** will not be blended. The program plan shall clearly define the roles and responsibilities of each part of the organization.
- ☐ 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.)
- ☐ If **medical services** are needed by tenants, 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.
- ☐ Tenants are given a **choice regarding what services** to access and the location of the services (on-site or offsite), as long as the goals of the STEP/THP-Plus TILP are being met.
- ☐ The THP-Plus program is clearly distinguishable from those that are required to be licensed as an **Adult Residential Care** facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- ☐ Applicable provisions of **Welfare and Institutions Code Section 16522.1** are incorporated.
- ☐ A description of the **tenant application process** and the selection criteria are included.
- ☐ Any **tenant funds** retained by the provider on behalf of the tenant shall be deposited in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the program or earlier if permitted by the THP-Plus program guidelines.

☐ Participant Budget Worksheet

☐ THP-Plus Rate information

- ☐ Pursuant to Welfare and Institutions Code Section 11403(a)(2), the per tenant monthly rate may not exceed **70%** of the average AFDC-FC payment the county pays to group homes for foster youth 16 to 18 years of age, contingent upon the following conditions:
- ☐ Funding shall be subject to the sharing ratios specified in Welfare and Institutions Code Section **15200**.
- ☐ The **state portion of the rate** shall be subject to the availability of the Transitional Housing for Foster Youth Fund.
- ☐ If the Transitional Housing for Foster Youth Fund is **depleted**, the county shall pay the state share of the rate in addition to the county share.

Sample

Attachment 3

THPP/THP-Plus Estimated Cost per Month per Participant Budget

Agency Name_____ Agency phone _____
County Email_____ Agency Email_____

Maintenance Costs		Monthly Expenses
Youth Allowance	Transportation	$
	Food, Cleaning Supplies	$
	Recreation	$
	Clothing	$
	Allowance/Savings/Emancipation Fund	$
	Telephone	$
	Miscellaneous	$
	Subtotal	$
Housing Expenses	Utilities (trash, electricity, etc.)	$
	Rent	$
	Total	$
Admin. Costs	Administrative Costs	$
	THPP/THP-Plus Staff Support	$
	Staff Development	$
Social Work	Social Work *non federal eligible costs	$
	Social Work Supervision	$
Total Youth Budget	**Maintenance, Admin. & Social Work costs Total**	$
Base Rate	***Eligible Federal costs only**	$2,100
Total Program Budget (Per Youth)	***Add Maintenance, Admin. & additional amount above the base rate.**	

SAMPLE

Attachment 2

(Date)

(Name)
(Address)

Dear (Name):

The purpose of this letter is to grant approval of the Transitional Housing Placement Program (THPP) provider plan. We are delighted to assist you in your endeavors to provide independent living experiences through the THPP for your foster/probation youth.

(**Provider Name**) THPP rate is $.00 per month per participant. This rate has been approved by the CDSS effective (**date**).

As you may know, rates established for group homes, foster family agencies and THPPs have a non-federally eligible social work portion that cannot be claimed for federal Title IV-E reimbursement (State/County only funds). Accordingly, we will also need a copy of your budget, indicating the social work/social work supervision costs, in order to determine the non-federally reimbursable amount. This percentage must be claimed as the non-federal/state-only portion of the rate for all THPP participants. A copy of the Budget Worksheet is enclosed for your convenience. Once the form has been completed, please submit two copies to your transitional housing/ILP coordinator. One copy will be forwarded to the Independent Living Program (ILP) Policy Unit for maintenance in the county's THPP file.

The California Department of Social Services (CDSS) issues provider numbers that are a program requirement. Without this number, county claims for state and federal reimbursement cannot be properly processed. Once the CDSS reviews your Budget Worksheet for completeness it will provide that number to the county.

Sincerely,

Enclosure

SAMPLE

Attachment 5

(Date)

(Name & Title)
(Name of Agency)
(Address)
(City, State, Zip)

Dear (**Name**):

This letter is to notify you that the Transitional Housing Program-Plus (THP-Plus) plan has been reviewed and is approved effective (date). The approval rate is $0.00

Sincerely,

c: (**Program Consultant)**

SAMPLE